


B1040 (FORM 1040) (12/15)

ADVERSARY PROCEEDING COVER SHEET (Instructions on Reverse)		ADVERSARY PROCEEDING NUMBER (Court Use Only)		
PLAINTIFFS GLOBAL BAKERIES INC. AND ITS ASSIGNEE ERIC BOYAJIAN	DEFENDANTS GEORGE KEVORK NALBANDIAN			
ATTORNEYS (Firm Name, Address, and Telephone No.) Sevan Gorginian, Esq. 450 N. Brand Blvd. Suite 600 Glendale, CA 91203 818-928-4445	ATTORNEYS (If Known) Pro Per			
PARTY (Check One Box Only) <input type="checkbox"/> Debtor <input type="checkbox"/> U.S. Trustee/Bankruptcy Admin <input checked="" type="checkbox"/> Creditor <input type="checkbox"/> Other <input type="checkbox"/> Trustee	PARTY (Check One Box Only) <input checked="" type="checkbox"/> Debtor <input type="checkbox"/> U.S. Trustee/Bankruptcy Admin <input type="checkbox"/> Creditor <input type="checkbox"/> Other <input type="checkbox"/> Trustee			
CAUSE OF ACTION (WRITE A BRIEF STATEMENT OF CAUSE OF ACTION, INCLUDING ALL U.S. STATUTES INVOLVED) Plaintiff's complaint seeks to except a debt under Section 523(a)(2)(A) for fraud and misrepresentations and deny Defendant a discharge under Section 727(a).				
NATURE OF SUIT (Number up to five (5) boxes starting with lead cause of action as 1, first alternative cause as 2, second alternative cause as 3, etc.)				
<table style="width: 100%; border: none;"> <tr> <td style="width: 50%; vertical-align: top; border: none;"> FRBP 7001(1) – Recovery of Money/Property <input type="checkbox"/> 11-Recovery of money/property - §542 turnover of property <input type="checkbox"/> 12-Recovery of money/property - §547 preference <input type="checkbox"/> 13-Recovery of money/property - §548 fraudulent transfer <input type="checkbox"/> 14-Recovery of money/property - other FRBP 7001(2) – Validity, Priority or Extent of Lien <input type="checkbox"/> 21-Validity, priority or extent of lien or other interest in property FRBP 7001(3) – Approval of Sale of Property <input type="checkbox"/> 31-Approval of sale of property of estate and of a co-owner - §363(h) FRBP 7001(4) – Objection/Revocation of Discharge <input type="checkbox"/> 41-Objection / revocation of discharge - §727(c),(d),(e) FRBP 7001(5) – Revocation of Confirmation <input type="checkbox"/> 51-Revocation of confirmation FRBP 7001(6) – Dischargeability <input type="checkbox"/> 66-Dischargeability - §523(a)(1),(14),(14A) priority tax claims <input checked="" type="checkbox"/> 62-Dischargeability - §523(a)(2), false pretenses, false representation, actual fraud <input type="checkbox"/> 67-Dischargeability - §523(a)(4), fraud as fiduciary, embezzlement, larceny <div style="text-align: center;">(continued next column)</div> </td> <td style="width: 50%; vertical-align: top; border: none;"> FRBP 7001(6) – Dischargeability (continued) <input type="checkbox"/> 61-Dischargeability - §523(a)(5), domestic support <input type="checkbox"/> 68-Dischargeability - §523(a)(6), willful and malicious injury <input type="checkbox"/> 63-Dischargeability - §523(a)(8), student loan <input type="checkbox"/> 64-Dischargeability - §523(a)(15), divorce or separation obligation (other than domestic support) <input checked="" type="checkbox"/> 65-Dischargeability - other FRBP 7001(7) – Injunctive Relief <input type="checkbox"/> 71-Injunctive relief – imposition of stay <input type="checkbox"/> 72-Injunctive relief – other FRBP 7001(8) Subordination of Claim or Interest <input type="checkbox"/> 81-Subordination of claim or interest FRBP 7001(9) Declaratory Judgment <input type="checkbox"/> 91-Declaratory judgment FRBP 7001(10) Determination of Removed Action <input type="checkbox"/> 01-Determination of removed claim or cause Other <input type="checkbox"/> SS-SIPA Case – 15 U.S.C. §§78aaa <i>et seq.</i> <input type="checkbox"/> 02-Other (e.g. other actions that would have been brought in state court if unrelated to bankruptcy case) </td> </tr> </table>			FRBP 7001(1) – Recovery of Money/Property <input type="checkbox"/> 11-Recovery of money/property - §542 turnover of property <input type="checkbox"/> 12-Recovery of money/property - §547 preference <input type="checkbox"/> 13-Recovery of money/property - §548 fraudulent transfer <input type="checkbox"/> 14-Recovery of money/property - other FRBP 7001(2) – Validity, Priority or Extent of Lien <input type="checkbox"/> 21-Validity, priority or extent of lien or other interest in property FRBP 7001(3) – Approval of Sale of Property <input type="checkbox"/> 31-Approval of sale of property of estate and of a co-owner - §363(h) FRBP 7001(4) – Objection/Revocation of Discharge <input type="checkbox"/> 41-Objection / revocation of discharge - §727(c),(d),(e) FRBP 7001(5) – Revocation of Confirmation <input type="checkbox"/> 51-Revocation of confirmation FRBP 7001(6) – Dischargeability <input type="checkbox"/> 66-Dischargeability - §523(a)(1),(14),(14A) priority tax claims <input checked="" type="checkbox"/> 62-Dischargeability - §523(a)(2), false pretenses, false representation, actual fraud <input type="checkbox"/> 67-Dischargeability - §523(a)(4), fraud as fiduciary, embezzlement, larceny <div style="text-align: center;">(continued next column)</div>	FRBP 7001(6) – Dischargeability (continued) <input type="checkbox"/> 61-Dischargeability - §523(a)(5), domestic support <input type="checkbox"/> 68-Dischargeability - §523(a)(6), willful and malicious injury <input type="checkbox"/> 63-Dischargeability - §523(a)(8), student loan <input type="checkbox"/> 64-Dischargeability - §523(a)(15), divorce or separation obligation (other than domestic support) <input checked="" type="checkbox"/> 65-Dischargeability - other FRBP 7001(7) – Injunctive Relief <input type="checkbox"/> 71-Injunctive relief – imposition of stay <input type="checkbox"/> 72-Injunctive relief – other FRBP 7001(8) Subordination of Claim or Interest <input type="checkbox"/> 81-Subordination of claim or interest FRBP 7001(9) Declaratory Judgment <input type="checkbox"/> 91-Declaratory judgment FRBP 7001(10) Determination of Removed Action <input type="checkbox"/> 01-Determination of removed claim or cause Other <input type="checkbox"/> SS-SIPA Case – 15 U.S.C. §§78aaa <i>et seq.</i> <input type="checkbox"/> 02-Other (e.g. other actions that would have been brought in state court if unrelated to bankruptcy case)
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<input checked="" type="checkbox"/> Check if this case involves a substantive issue of state law		<input type="checkbox"/> Check if this is asserted to be a class action under FRCP 23		
<input type="checkbox"/> Check if a jury trial is demanded in complaint		Demand \$ 75,000		
Other Relief Sought DENIAL OF DISCHARGE UNDER 727(a)(3), (4), and (5)				

B1040 (FORM 1040) (12/15)

BANKRUPTCY CASE IN WHICH THIS ADVERSARY PROCEEDING ARISES		
NAME OF DEBTOR George Kevork Nalbandian	BANKRUPTCY CASE NO. 1:21-bk-12081-MT	
DISTRICT IN WHICH CASE IS PENDING Central District	DIVISION OFFICE San Fernando Valley	NAME OF JUDGE Maureen Tighe
RELATED ADVERSARY PROCEEDING (IF ANY)		
PLAINTIFF	DEFENDANT	ADVERSARY PROCEEDING NO.
DISTRICT IN WHICH ADVERSARY IS PENDING	DIVISION OFFICE	NAME OF JUDGE
SIGNATURE OF ATTORNEY (OR PLAINTIFF) 		
DATE 04-05-22	PRINT NAME OF ATTORNEY (OR PLAINTIFF) Sevan Gorginian	

INSTRUCTIONS

The filing of a bankruptcy case creates an “estate” under the jurisdiction of the bankruptcy court which consists of all of the property of the debtor, wherever that property is located. Because the bankruptcy estate is so extensive and the jurisdiction of the court so broad, there may be lawsuits over the property or property rights of the estate. There also may be lawsuits concerning the debtor’s discharge. If such a lawsuit is filed in a bankruptcy court, it is called an adversary proceeding.

A party filing an adversary proceeding must also must complete and file Form 1040, the Adversary Proceeding Cover Sheet, unless the party files the adversary proceeding electronically through the court’s Case Management/Electronic Case Filing system (CM/ECF). (CM/ECF captures the information on Form 1040 as part of the filing process.) When completed, the cover sheet summarizes basic information on the adversary proceeding. The clerk of court needs the information to process the adversary proceeding and prepare required statistical reports on court activity.

The cover sheet and the information contained on it do not replace or supplement the filing and service of pleadings or other papers as required by law, the Bankruptcy Rules, or the local rules of court. The cover sheet, which is largely self-explanatory, must be completed by the plaintiff’s attorney (or by the plaintiff if the plaintiff is not represented by an attorney). A separate cover sheet must be submitted to the clerk for each complaint filed.

Plaintiffs and Defendants. Give the names of the plaintiffs and defendants exactly as they appear on the complaint.

Attorneys. Give the names and addresses of the attorneys, if known.

Party. Check the most appropriate box in the first column for the plaintiffs and the second column for the defendants.

Demand. Enter the dollar amount being demanded in the complaint.

Signature. This cover sheet must be signed by the attorney of record in the box on the second page of the form. If the plaintiff is represented by a law firm, a member of the firm must sign. If the plaintiff is pro se, that is, not represented by an attorney, the plaintiff must sign.

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Counsel for Plaintiff

UNITED STATES BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA
SAN FERNANDO VALLEY DIVISION

In re: GEORGE KEVORK NALBANDIAN, <div style="text-align: right;">Debtor.</div> <hr/> <div>GLOBAL BAKERIES INC. AND ITS ASSIGNEE ERIC BOYAJIAN, <div style="text-align: right;">Plaintiff.</div> vs. GEORGE KEVORK NALBANDIAN, <div style="text-align: right;">Defendant.</div></div>	Bankruptcy No. 1:21-bk-12081-MT Adversary No. Chapter 7 COMPLAINT TO EXCEPT DEBT FROM DISCHARGE UNDER § 523(a)(2)(A) AND UNDER § 727(a)(3),(4) and (5) Status Conference to be set by Court
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Global Bakeries Inc. and its assignee Eric Boyajian ("Plaintiff") bring this complaint against Chapter 7 debtor George Kevork Nalbandian ("Defendant" or "Debtor") in order for the Court to enter a judgment in favor of Plaintiff that the debt owed to Plaintiff is nondischargeable under Section 523(a)(2)(A) for fraudulent misrepresentations and to deny Debtor's entire discharge as to all creditors under Sections 727(a)(3),(4) and (5) for Debtor concealing of his financial condition, knowingly and fraudulently making false statements in their bankruptcy papers, and for failing to explain his deficiency of assets.

I.

JURISDICTION AND VENUE

1. On December 30, 2021, Defendant filed for relief pursuant to Chapter 7 of the United States Bankruptcy Code (the "Bankruptcy Case").

2. This Court has jurisdiction over this adversary proceeding pursuant to 28 U.S.C 157 and 1334. This is a core proceeding under 28 U.S.C. 157(b).

3. Venue properly lies in this judicial district in that this civil proceeding arises under Title 11 of the United States Code as provided in 28 U.S.C. 1049.

4. Federal Rules of Bankruptcy Procedure 4007(b) allows Plaintiff to bring this complaint at any time.

II.

PARTIES

5. Plaintiff is now and at all times relevant to the Bankruptcy Case an individual residing in Los Angeles County, in the State of California. Plaintiff is a creditor listed on Schedule F, and as such, has standing to bring the causes of actions addressed in this complaint.

6. Plaintiff Global Bakeries Inc. is an entity located in Los Angeles County. It's Assignee, Eric Boyajian, is an individual residing in Los Angeles County, in the State of California.

7. Defendant is now and at all times relevant to the Bankruptcy Case an individual residing in Los Angeles County, in the State of California. Defendant filed the Bankruptcy Case subjecting himself to the jurisdiction of this Court.

III.

STATEMENT OF THE FACTS

STATE COURT CASE JUDGMENT

7. Plaintiff sued Defendant for numerous causes of action including conversion, fraud and unjust enrichment. See **Exhibit A**, for a copy of the Amended Complaint.

8. Plaintiff procured a judgement on these claims. See **Exhibit B** for a copy of the Notice of Judgment Lien.

9. Plaintiff also procured a Writ of Execution establishing a minimum amount of \$67,238.37. See **Exhibit C** for a copy of the Writ.

10. Plaintiff procured an Order to Appear for Examination against Defendant to appear on January 20, 2022. See **Exhibit D** attached.

11. Defendant filed this instant bankruptcy case to avoid complying with that Order to Appear for Examination.

12. The State Court Judgment coupled with the allegations in the First Amended Complaint are final and the Court should give preclusive effect.

FACTS IN SUPPORT OF SECTION 523(a)(2)(A)

13. The facts in support of fraudulent misrepresentations stem from the State Court Action.

14. Defendant had a long-standing business relationship with Global, a high-volume commercial bakery.

15. During the business relationship, Defendant would place an order for bread with Global, typically telephonically, approximately six days per week.

16. The early morning following the day the order was placed with Global, Defendant would arrive to Global's premises to pick-up the bread he ordered. Global would make the ordered bread available to Defendant with an invoice indicating the amount of bread ordered and received by Defendant.

1 17. Defendant would then leave Global's premises with the bread and distribute
2 the bread to various entities, such as retailers, restaurants, wholesalers, and distributors.

3 18. Defendant's payment terms with Global were such that Global was to receive
4 payment in full within seven days of the invoice date.

5 19. In March 2008, Defendant began to breach the payment terms with Global;
6 Defendant stopped paying, yet continued to order and receive bread from Global. Global
7 would continuously request that Defendant pay his debt.

8 20. In response, Defendant would continuously promise to pay in a few days.
9 However, Defendant would not keep his promises.

10 21. Instead, Defendant's debt to Global would continue to grow because Global
11 would trust Defendant and Global would continue to provide bread to Defendant.

12 22. Finally, towards the end of April 2008, Global informed Defendant that it
13 would not sell any more bread to Defendant unless Defendant paid Global the entire
14 amount owed.

15 23. Thereafter, Global did not sell bread to Defendant, but Defendant continued
16 to promise Global that he would pay the debt owed in a few days. Mid-May, 2008,
17 Defendant sent Global a final check dated May 20, 2008, issued to Global with a check
18 number 2955, in the amount of \$1,929.41.

19 24. However, after applying that payment, Defendant still owed \$10,000.
20 Defendant continued to promise Global that he would pay the remainder of the debt in a
21 few days.

22 25. Since then, Defendant has not made any payments to reduce the debt he
23 owes to Global.

24 26. The principal amounts owed by Defendant to Global relate to unpaid invoices
25 dated March 27, 2008 through April 22, 2008.

26 27. Global has repeatedly requested that Defendant pay Global the debt owed,
27 but Defendant has not done so and has admitted to Global that even though he does owe
28

1 the money as alleged herein, Defendant would avoid paying Global for as long as possible,
2 including by means of prolonging the judicial process as long as possible.

3 28. Prior to this action, Global had assigned a portion of its claim to an individual
4 ("Assignee") so that Global and the Assignee could adjudicate their claims concurrently
5 against Defendant in the small claims jurisdiction in the least costly manner, yet the
6 quickest manner. Throughout the course of the small claims actions, Defendant's ill will
7 and deception materialized.

8 29. First, Defendant evaded service of the small claims suits to the extent that
9 (1) he would not answer the door at his residence even when he was home; (2) the trial
10 date initially set for the small claims suits had to be re-set since Defendant was evading
11 service; and (3) Defendant was not served until a stake-out was implemented in front of
12 his house.

13 30. After Defendant was finally served, he appeared at the Court on November
14 4, 2008 for the small claims trials, at which point he offered Assignee and Global settlement
15 agreements.

16 31. Defendant told Assignee and Global that he did not want to have judgments
17 on his record and that if Assignee and Global would agree to re-set the small claims trial
18 dates, Defendant would pay all the debt owed prior to the new trial date.

19 32. Out of compassion and hopes of re-engaging in a business relationship,
20 Assignee and Global accepted Defendant's offer.

21 33. The date set for the small claims trials was therefore re-set for January 13,
22 2009.

23 34. After the small claims trial dates were re-set for January 13, 2009, Assignee,
24 Global and Defendant walked out of the courthouse together.

25 35. At this point, Defendant admitted to Assignee and Global that even though
26 he owes the debt, Defendant is going to do his best to avoid paying the debt since Global
27 is no longer supplying Defendant with bread, including by way of prolonging the judicial
28 process as long as possible.

1 36. On January 13, 2009, the small claims suits were heard and judgment was
2 entered in favor of Assignee and Global, and against Defendant.

3 37. During both trials, Defendant went so far as to shamelessly lie to the Court
4 by testifying that he never received the invoices and the bread alleged herein, thereby
5 committing perjury.

6 38. Next, Defendant appealed the small claims judgments. Assignee's case was
7 scheduled for trial de novo on March 20, 2009 and Global's case was set for trial de novo
8 on March 27, 2009.

9 39. During preparation for the trial de novo, Assignee realized that the Small
10 Claims Court did not have subject matter jurisdiction to hear contractual cases where a
11 plaintiff's rights are based on an assignment.

12 40. As such, on March 16, 2009, Assignee filed the original complaint in this
13 action in this Court of appropriate jurisdiction and filed a demurrer to the appeal trial de
14 novo. On March 20, 2009 the Small Claims Court sustained Assignee's demurrer.

15 41. Simultaneously, on March 20, 2009, the Small Claims Court, on its own
16 motion, advanced Global's appeal trial de novo to March 20, 2009 from its original date of
17 March 27, 2009.

18 42. Upon learning that Assignee's case and Global's cases were based on
19 similar circumstances of unpaid invoices by the same Defendant, and that Assignee had
20 already filed the original complaint in this action, the Small Claims Court ordered Global's
21 case transferred to this Court for consolidation in order to promote judicial economy; the
22 order was entered on March 27, 2009.

23 43. While leaving the courthouse on March 20, 2009, Defendant was uncertain
24 as to how to proceed and the repercussions of the Small Claims Court's orders.

25 44. In response, Assignee and Global informed Defendant that Defendant would
26 need to consult with an attorney and probably hire an attorney to defend himself in this
27 action.

28

45. Assignee replied with disappointment that he was in fact trying to force Global to hire an attorney to prosecute its case against Defendant, through Defendant's delay tactics and frivolous appeals, in hopes that the attorney's fees and related costs of litigation would deter Global from doing so.

FACTS IN SUPPORT OF SECTION 727(a)(3), (4), and (5).

46. Defendant's select portions of his bankruptcy Schedules and Statement of Financial Affairs are attached as **Exhibit E**.

47. Defendant has failed to keep records regarding his sole proprietorship business.

48. Defendant has failed to keep or produce records regarding his income substantiating his disclosure on Schedule I.

49. Defendant has failed to keep records and papers regarding his financial condition with respect to his operation of the business (delivery driver).

50. Defendant made numerous misrepresentations warranting denial of his discharge for false oath, including, but not limited to the following:

- a. Failed to list his wife's Wells Fargo bank account which he uses to transact on a daily basis with the intent to hinder, delay, and defraud creditors and the Trustee from seeing his cashflow activity.
- b. Material misrepresentation regarding his income on Schedule I because his gross income, as testified during his 2004 examination, is substantially more than what was disclosed.
- c. Based on his testimony, he averages \$8,000 in gross income and has significant net income remaining.
- d. Defendant's Current Monthly Income (CMI) would have exceeded that required to qualify for Chapter 7 bankruptcy.
- e. Defendant did not disclose numerous assets of the business itself including the delivery route (which is an asset), customer list, accounts receivables and inventory he holds.

1 f. Defendant did not disclose all transfers within the last 2 years on Statement
2 of Financial Affidavit Number 18.

3 g. Defendant did not disclose his relationship and income from subcontractors
4 he employs.

5 51. Defendant has failed to explain his loss of assets including vehicles he once
6 owned.

7 52. Defendant has failed to satisfactorily explain the loss of income from his business.

8
9 **IV.**

10 **FIRST CLAIM FOR RELIEF**

11 **Section 523(a)(2)(A)**

12 53. Plaintiff incorporates by reference all the allegations in ¶¶ 1-48, inclusive.

13 54. Pursuant to Section 523(a)(2)(A), a debt incurred for money...or an extension of
14 credit, to the extent obtained by false pretenses, false representation, or actual
15 fraud.

16 55. Defendant accumulated a debt from his relationship with Plaintiff.

17 56. Defendant accumulated such debt based on false pretenses when Defendants
18 notified the Plaintiff on multiple occasions that Defendant would pay the existing
19 debt balance.

20 57. As shown by the State Court findings, when Defendant made the representation,
21 he knew them to be false and made the representation with the intention to
22 deceive and defraud Plaintiff and induce Plaintiff to act in reliance on the
23 representation.

24 58. Plaintiff was ignorant of the falsity of Defendant's representation and believed it
25 to be true.

26 59. Defendant's false promises were cause for Plaintiff to continue to perform under
27 their express contract.
28

1 60. Plaintiff procured a judgment from State Court which contains findings and
2 conclusions regarding conversion and fraud.

3 61. Defendant told Assignee and Global that he did not want to have judgments on
4 his record and that if Assignee and Global would agree to re-set the small claims
5 trial dates, Defendant would pay all the debt owed prior to the new trial date.

6 62. Out of compassion and hopes of re-engaging in a business relationship, Assignee
7 and Global accepted Defendant's offer.

8 63. The date set for the small claims trials was therefore re-set for January 13, 2009.

9 64. After the small claims trial dates were re-set for January 13, 2009, Assignee,
10 Global and Defendant walked out of the courthouse together.

11 65. At this point, Defendant admitted to Assignee and Global that even though he
12 owes the debt, Defendant is going to do his best to avoid paying the debt since
13 Global is no longer supplying Defendant with bread, including by way of
14 prolonging the judicial process as long as possible.

15 66. On January 13, 2009, the small claims suits were heard and judgment was
16 entered in favor of Assignee and Global, and against Defendant.

17 67. During both trials, Defendant went so far as to shamelessly lie to the Court by
18 testifying that he never received the invoices and the bread alleged herein,
19 thereby committing perjury.

20 68. This honorable Bankruptcy court should give preclusive effect because the State
21 Court judgment is valid and final, the same issue is being brought, the issue is
22 essential to the judgment, and the issues were litigated.

23 69. As such, the Court should enter a judgment in favor of Plaintiff that the
24 Defendant's debt is nondischargeable under Section 523(a)(2)(A) thereby
25 preserving his State Court judgment.
26
27
28

V.

SECOND CLAIM FOR RELIEF

Section 727(a)(3)

70. Plaintiff incorporates by reference all the allegations in ¶ 1-48, inclusive.

71. Pursuant to Section 727(a)(3) of the United States Bankruptcy Code, the debtor shall be denied a discharged if they concealed, destroyed, mutilated, falsified, or failed to keep or preserve any recorded information, including books, documents, records, and papers, from which the debtor's financial condition or business transactions might be ascertained, unless such act or failure to act was justified under all of the circumstances of the case.

72. During their meeting of creditors, Defendants made a false oath in response to the Chapter 7 Trustees questions wherein they answered "no" to the question of "are there any errors or omissions in your papers that you would like to bring to my attention?"

73. Here, Defendant concealed financial information to falsify his current financial standing warranting denial of discharge under Section 727(a)(3), including but not limited to the following:

- a. Non-filing spouse's Wells Fargo Bank Account was omitted.
- b. Gross material omission regarding Defendant's income which negates the income on Schedule I and "Current Monthly Income".

74. As such, the Court should enter a judgment in favor of Plaintiff that the Defendant is exempted from discharge under Section 727(a)(3).

VI.

THIRD CLAIM FOR RELIEF

Section 727(a)(4)

75. Plaintiff incorporates by reference all the allegations in ¶ 1-48, inclusive.

76. Pursuant to Section 727(a)(4) of the United States Bankruptcy Code, the debtor is exempted from discharge if the debtor knowingly and fraudulently, on or in connection with the case, made a false oath or account.

77. During their meeting of creditors, Defendants made a false oath in response to the Chapter 7 Trustees questions wherein they answered “no” to the question of “are there any errors or omissions in your papers that you would like to bring to my attention?”

78. Here, Defendant made numerous false oaths warranting denial of discharge under Section 727(a)(4), including but not limited to the following:

- a. Non-filing spouse’s Wells Fargo Bank Account was omitted.
- b. Gross material omission regarding Defendant’s income which negates the income on Schedule I and “Current Monthly Income”.
- c. Failed to list his wife’s Wells Fargo bank account which he uses to transact on a daily basis with the intent to hinder, delay, and defraud creditors and the Trustee from seeing his cashflow activity.
- d. Material misrepresentation regarding his income on Schedule I because his gross income, as testified during his 2004 examination, is substantially more than what was disclosed.
- e. Based on his testimony, he averages \$8,000 in gross income and has significant net income remaining.
- f. Defendant’s Current Monthly Income (CMI) would have exceeded that required to qualify for Chapter 7 bankruptcy.
- g. Defendant did not disclose numerous assets of the business itself including the delivery route (which is an asset), customer list, accounts receivables and inventory he holds.

1 h. Defendant did not disclose all transfers within the last 2 years on
2 Statement of Financial Affairs Number 18.

3 i. Defendant did not disclose his relationship and income from
4 subcontractors he employs.

5 79. As such, the Court should enter a judgment in favor of Plaintiff that the Defendant
6 is exempted from discharge under Section 727(a)(4).

7
8 **VII.**

9 **FOURTH CLAIM FOR RELIEF**

10 **Section 727(a)(5)**

11
12 80. Plaintiff incorporates by reference all the allegations in ¶ 1-42, inclusive.

13 81. Pursuant to Section 727(a)(5) of the United States Bankruptcy Code, the debtor
14 is exempted from discharge if the debtor has failed to explain satisfactorily, before
15 determination of denial of discharge under this paragraph, any loss of assets or
16 deficiency of assets to meet the debtor's liabilities.

17 82. Defendant and Plaintiff had an express agreement for the sale of bread.

18 83. Plaintiff possessed and continues to possess the right to receive the value of the
19 bread.

20 84. Defendant received money by distributing the bread it received from Plaintiff to
21 numerous entities, a portion of which was intended to be used for the benefit of
22 compensating Plaintiff for the bread it produced for and sold to Defendant.
23 However, Defendant did not use the money for the benefit of compensating
24 Global.

25 85. Defendant has intentionally prevented Plaintiff from receiving their Personal
26 Property, to the detriment of Plaintiff.

27 86. The State Court findings show that Defendant has converted Plaintiff's Personal
28 Property.

1 87. Defendant has failed to adequately explain the loss of assets Defendant unjustly
2 gained from converting Plaintiff's Personal Property.

3 88. As such, the Court should enter a judgment in favor of Plaintiff that the Defendant
4 is exempted from discharge under Section 727(a)(5).

5
6 **VI.**

7 **PRAYER FOR RELIEF**

8 Plaintiff reserves his right to amend this complaint to allege further facts in support
9 of his claims and include other causes of action after discovery of evidence. Defendant
10 has engaged in fraudulent misrepresentations against the Plaintiff, and they have also
11 concealed their financial condition, intentionally and fraudulently made false oaths,
12 omissions and errors on their Bankruptcy Schedules, and have failed to satisfactorily
13 explain their deficiency of assets which warrants denial of their discharge.

14 Plaintiff prays for judgment as follows:

- 15 1. The debt owed to Plaintiff, not less than \$75,000, is nondischargeable per
16 Section 523(a)(2)(A);
- 17 2. Defendants' discharge should be denied under Section 727(a)(3),(4) and (5);
- 18 3. For such other relief as the Court deems just and proper.
- 19

20 Dated: April 7, 2022

/s/ Sevan Gorginian

21 **Sevan Gorginian**
22 *Counsel for Plaintiff*
23
24
25
26
27
28

EXHIBIT A

Amended State Court Complaint

1 ERIC A. BOYAJIAN, SB# 236335
2 GLOBAL BAKERIES, INC.
3 13336 Paxton St.
4 Pacoima, CA 91331
5 Telephone: (818) 896-0525
6 Facsimile: (818) 896-3237
7 E-mail: eboyajian@globalbakeriesinc.com

8 Attorney for Plaintiff GLOBAL BAKERIES, INC.

9 SUPERIOR COURT OF THE STATE OF CALIFORNIA
10 COUNTY OF LOS ANGELES, NORTH VALLEY DISTRICT
11 LIMITED JURISDICTION (OVER \$10,000)

12 GLOBAL BAKERIES, INC., a California
13 corporation,

14 Plaintiff,

15 vs.

16 GEORGE NALBANDIAN, an individual,
17 DBA UNITED BAKERY PRODUCTS,
18 and DOES 1 through 50, inclusive,

19 Defendants.

Case No.: 09A01427

The Hon. Stephen P. Pfahler
Dept. F44

FIRST AMENDED COMPLAINT FOR:

- (1) BREACH OF EXPRESS CONTRACT
- (2) CONVERSION
- (3) MONEY HAD AND RECEIVED
- (4) GOODS AND SERVICES RENDERED
- (5) UNJUST ENRICHMENT
- (6) FRAUD

DEMAND FOR TRIAL BY JURY

ACTION FILED: March 16, 2009
TRIAL DATE: None Set

20 Plaintiff GLOBAL BAKERIES, INC. ("Global"), a corporation, alleges as follows:

THE PARTIES

21 1. At all relevant times herein, Global was and is a California corporation doing
22 business in the County of Los Angeles, State of California.

23 2. At all relevant times herein, defendant GEORGE NALBANDIAN ("Defendant"),
24 doing business as United Bakery Products, was and is an individual residing in the County Los
25 Angeles, in the State of California.
26
27
28

1 3. Global is ignorant of the identities of defendants Does 1 through 50, inclusive, and
2 therefore sues these defendants by such fictitious names. The Doe defendants may be
3 individuals, partnerships, or corporations. Global is informed and believes, and thereon
4 alleges, that at all times mentioned herein, each of the Doe defendants was the parent, subsidiary,
5 agent, servant, employee, co-venturer, and/or co-conspirator of each of the other defendants and
6 was at all times mentioned, acting within the scope, purpose, consent, knowledge, ratification
7 and authorization of such agency, employment, joint venture and conspiracy. Global will amend
8 this Complaint to allege their true names and capacities when ascertained. Global is informed
9 and believes and thereon alleges that each of the fictitiously named Doe defendants is
10 responsible in some manner for the occurrences herein alleged, and that Global's damages as
11 herein alleged was proximately caused by its conduct.

12 **JURISDICTION AND VENUE**

13 4. This Court has jurisdiction over this action pursuant to California Code of Civil
14 Procedure section 410.10.

15 5. Venue is proper in this judicial district because the acts and events alleged herein
16 occurred within the County of Los Angeles.

17 **GENERAL ALLEGATIONS**

18 6. Defendant had a long-standing business relationship with Global, a high-volume
19 commercial bakery. During the business relationship, Defendant would place an order for bread
20 with Global, typically telephonically, approximately six days per week. The early morning
21 following the day the order was placed with Global, Defendant would arrive to Global's
22 premises to pick-up the bread he ordered. Global would make the ordered bread available to
23 Defendant with an invoice indicating the amount of bread ordered and received by Defendant.
24 Defendant would then leave Global's premises with the bread and distribute the bread to various
25 entities, such as retailers, restaurants, wholesalers, and distributors. Defendant's payment terms
26 with Global were such that Global was to receive payment in full within seven days of the
27 invoice date.

28 7. In March 2008, Defendant began to breach the payment terms with Global;

1 Defendant stopped paying, yet continued to order and receive bread from Global. Global would
2 continuously request that Defendant pay his debt. In response, Defendant would continuously
3 promise to pay in a few days. However, Defendant would not keep his promises. Instead,
4 Defendant's debt to Global would continue to grow because Global would trust Defendant and
5 Global would continue to provide bread to Defendant. Finally, towards the end of April 2008,
6 Global informed Defendant that it would not sell any more bread to Defendant unless Defendant
7 paid Global the entire amount owed.

8 8. Thereafter, Global did not sell bread to Defendant, but Defendant continued to
9 promise Global that he would pay the debt owed in a few days. Mid-May, 2008, Defendant sent
10 Global a final check dated May 20, 2008, issued to Global with a check number 2955, in the
11 amount of \$1,929.41. However, after applying that payment, Defendant still owed \$10,000.
12 Defendant continued to promise Global that he would pay the remainder of the debt in a few
13 days. Since then, Defendant has not made any payments to reduce the debt he owes to Global.

14 9. The principal amounts owed by Defendant to Global relate to unpaid invoices dated
15 March 27, 2008 through April 22, 2008, numbered 88291, 88294, 91104, 91130, 91137, 91142,
16 91157, 91167, 91176, 91182, 91193, 91203, 91220, 91229, 91233, 91251, 91261, 91269, 91285,
17 91296, 90898, 90948, and 93705 (True and correct copies of theses invoices are attached hereto
18 as Exhibit A and are incorporated herein by reference.).

19 10. Global has repeatedly requested that Defendant pay Global the debt owed, but
20 Defendant has not done so and has admitted to Global that even though he does owe the money
21 as alleged herein, Defendant would avoid paying Global for as long as possible, including by
22 means of prolonging the judicial process as long as possible.

23 11. Prior to this action, Global had assigned a portion of its claim to an individual
24 ("Assignee") so that Global and the Assignee could adjudicate their claims concurrently against
25 Defendant in the small claims jurisdiction in the least costly manner, yet the quickest manner.
26 Throughout the course of the small claims actions, Defendant's ill will and deception
27 materialized.

28 12. First, Defendant evaded service of the small claims suits to the extent that (1) he

1 would not answer the door at his residence even when he was home; (2) the trial date initially set
2 for the small claims suits had to be re-set since Defendant was evading service; and (3)
3 Defendant was not served until a stake-out was implemented in front of his house.

4 13. After Defendant was finally served, he appeared at the Court on November 4, 2008
5 for the small claims trials, at which point he offered Assignee and Global settlement agreements.
6 Defendant told Assignee and Global that he did not want to have judgments on his record and
7 that if Assignee and Global would agree to re-set the small claims trial dates, Defendant would
8 pay all the debt owed prior to the new trial date. Out of compassion and hopes of re-engaging in
9 a business relationship, Assignee and Global accepted Defendant's offer. The date set for the
10 small claims trials was therefore re-set for January 13, 2009.

11 14. After the small claims trial dates were re-set for January 13, 2009, Assignee, Global
12 and Defendant walked out of the courthouse together. At this point, Defendant admitted to
13 Assignee and Global that even though he owes the debt, Defendant is going to do his best to
14 avoid paying the debt since Global is no longer supplying Defendant with bread, including by
15 way of prolonging the judicial process as long as possible.

16 15. On January 13, 2009, the small claims suits were heard and judgment was entered in
17 favor of Assignee and Global, and against Defendant. During both trials, Defendant went so far
18 as to shamelessly lie to the Court by testifying that he never received the invoices and the bread
19 alleged herein, thereby committing perjury.

20 16. Next, Defendant appealed the small claims judgments. Assignee's case was
21 scheduled for trial de novo on March 20, 2009 and Global's case was set for trial de novo on
22 March 27, 2009.

23 17. During preparation for the trial de novo, Assignee realized that the Small Claims
24 Court did not have subject matter jurisdiction to hear contractual cases where a plaintiff's rights
25 are based on an assignment. As such, on March 16, 2009, Assignee filed the original complaint
26 in this action in this Court of appropriate jurisdiction and filed a demurrer to the appeal trial de
27 novo. On March 20, 2009 the Small Claims Court sustained Assignee's demurrer.

28 18. Simultaneously, on March 20, 2009, the Small Claims Court, on its own motion,

1 advanced Global's appeal trial de novo to March 20, 2009 from its original date of March 27,
2 2009. Upon learning that Assignee's case and Global's cases were based on similar
3 circumstances of unpaid invoices by the same Defendant, and that Assignee had already filed the
4 original complaint in this action, the Small Claims Court ordered Global's case transferred to this
5 Court for consolidation in order to promote judicial economy; the order was entered on March
6 27, 2009.

7 19. While leaving the courthouse on March 20, 2009, Defendant was uncertain as to how
8 to proceed and the repercussions of the Small Claims Court's orders. In response, Assignee and
9 Global informed Defendant that Defendant would need to consult with an attorney and probably
10 hire an attorney to defend himself in this action. Assignee replied with disappointment that he
11 was in fact trying to force Global to hire an attorney to prosecute its case against Defendant,
12 through Defendant's delay tactics and frivolous appeals, in hopes that the attorney's fees and
13 related costs of litigation would deter Global from doing so.

14 20. In light of the foregoing, Assignee assigned its rights it had against Defendant back
15 to Global and this First Amended Complaint is hereby filed in this Court since Global's and
16 Assignee's attempts at a swift and economical adjudication of their claims against Defendant in
17 the small claims system have been thwarted and rendered futile.

18 **FIRST CAUSE OF ACTION**

19 **(Breach of Express Contract – Against All Defendants)**

20 21. Global hereby incorporates paragraphs 6 through 20 as though set forth fully herein.

21 22. Defendant ordered bread from Global, and received such bread, as referenced in
22 Exhibit A attached hereto and incorporated herein by reference.

23 23. Except insofar as its performance has been excused by the acts of Defendant as
24 alleged herein, Global has performed each and every obligation to be performed on their part.

25 24. Beginning on April 14, 2008, and continuing to the present, Defendant has failed and
26 refused to pay Global the amount owed. As a direct and proximate result of the breach, Global
27 has been damaged in the sum of at least \$10,000.00, according to proof.

28 ///

SECOND CAUSE OF ACTION

(Conversion – Against All Defendants)

25. Global hereby incorporates paragraphs 6 through 20 as though set forth fully herein.

26. Global possessed and continues to possess the right to receive the value of the bread (“Personal Property”), as referenced in Exhibits A attached hereto and incorporated herein by reference. Global has repeatedly requested that Defendant provide Global with its Personal Property, but Defendant has not done so.

27. Defendant has intentionally prevented Global from receiving its Personal Property, to the detriment of Global, resulting in damages not less than \$10,000.00, according to proof, plus reasonable compensation for the time and money spent in attempting to recover the value of the Personal Property.

28. By engaging in, and/or authorizing, and/or ratifying the aforementioned acts, Defendant acted willfully and with the intent to cause injury to Global. Defendant is therefore guilty of malice, oppression, or fraud warranting an assessment of exemplary damages in an amount appropriate to punish Defendant and to deter others from engaging in similar misconduct.

THIRD CAUSE OF ACTION

(Money Had and Received – Against All Defendants)

29. Global hereby incorporates paragraphs 6 through 20 as though set forth fully herein.

30. Defendant received money by distributing the bread it received from Global to numerous entities, a portion of which was intended to be used for the benefit of compensating Global for the bread it produced for and sold to Defendant. However, Defendant did not use the money for the benefit of compensating Global.

31. Global should be compensated not less than \$10,000.00, according to proof.

FOURTH CAUSE OF ACTION

(Goods and Services Rendered – Against All Defendants)

32. Global hereby incorporates paragraphs 6 through 20 as though set forth fully herein.

33. Defendant requested that Global manufacture bread for Defendant, and Global did so

1 and Defendant received and used the bread to his benefit. However, Defendant has not paid for
2 the bread. The reasonable value of the bread for which Defendant has not paid Global amounts
3 to not less than \$10,000.00, according to proof.

4 **FIFTH CAUSE OF ACTION**

5 **(Unjust Enrichment - Against All Defendants)**

6 34. Global hereby incorporates paragraphs 6 through 20 as though set forth fully herein.

7 35. Defendant received and unjustly retained the benefits from the bread at the expense of
8 Global. Global should be compensated not less than \$10,000.00, according to proof.

9 **SIXTH CAUSE OF ACTION**

10 **(Fraud - Against All Defendants)**

11 36. Global hereby incorporates paragraphs 6 through 20 as though set forth fully herein.

12 37. Defendant made the representation to Global, as alleged above, that he would pay his
13 debt prior to January 13, 2009, if Global agreed to reschedule the small claims trial date.

14 38. The representations made by Defendant were false.

15 39. When Defendant made the representation, he knew them to be false and made the
16 representation with the intention to deceive and defraud Global and induce Global to act in
17 reliance on the representation in the manner alleged herein above, or with the expectation that
18 Global would so act.

19 40. At the time the representation was made by Defendant and at the time Global took the
20 action herein alleged, Global was ignorant of the falsity of Defendant's representation and
21 believed it to be true. In reliance on the representation, Global was induced to, and did
22 reschedule the small claims trial date.

23 41. Had Global known the actual facts, it would not have taken such action. Global's
24 reliance on Defendant's representation was justified.

25 42. As a proximate result thereof, Global has been damaged in an amount to be proven at
26 trial but not less than \$166.00, plus interest thereon at the legal rate.

27 43. By engaging in, and/or authorizing, and/or ratifying the aforementioned acts,
28 Defendant acted willfully and with the intent to cause injury to Global. Defendant is therefore

1 guilty of malice, oppression, or fraud warranting an assessment of exemplary damages in an
2 amount appropriate to punish Defendant and to deter others from engaging in similar
3 misconduct.

4
5 WHEREFORE, Global prays judgment against Defendants as follows:

6 **On the First and Third Causes of Action**

- 7 1. For compensatory damages in an amount not less than \$10,000.00, plus prejudgment
8 interest at the legal rate pursuant to sections 3287(a) and 3289(b) of the California Civil
9 Code;
- 10 2. For costs of suit herein incurred; and
- 11 3. For such other and further relief as the court may deem proper.

12 **On the Second Cause of Action**

- 13 1. For the value of the property converted, in an amount not less than \$10,000.00, plus
14 prejudgment interest at the legal rate pursuant to section 3336 of the California Civil
15 Code;
- 16 2. For damages for the proximate and foreseeable loss resulting from Defendants'
17 conversion, in an amount to be proven at trial;
- 18 3. For fair compensation for the time and money properly expended in pursuit of the
19 property pursuant to section 3336 of the California Civil Code.
- 20 4. For punitive and exemplary damages;
- 21 5. For costs of suit herein incurred; and
- 22 6. For such other and further relief as the court may deem proper.

23 **On the Fourth Cause of Action**

- 24 1. The reasonable value of the bread in an amount not less than \$10,000.00, plus
25 prejudgment interest at the legal rate pursuant to sections 3287(a) and 3289(b) of the
26 California Civil Code;
- 27 2. For costs of suit herein incurred; and
- 28 3. For such other and further relief as the court may deem proper.

1 **On the Fifth Cause of Action**

- 2 1. For restitution and/or a constructive trust in an amount not less than \$10,000.00, plus
3 prejudgment interest at the legal rate pursuant to sections 3287(a), 3289(b) and 3291 of
4 the California Civil Code;
5 2. For costs of suit herein incurred; and
6 3. For such other and further relief as the court may deem proper.

7 **On the Sixth Cause of Action**

- 8 1. For compensatory damages in an amount not less than \$166.00;
9 2. For prejudgment interest at the legal rate on the foregoing sum pursuant to sections
10 3287(a) and 3291 of the California Civil Code;
11 3. For punitive and exemplary damages;
12 4. For costs of suit herein incurred; and
13 5. For such other and further relief as the court may deem proper.

14
15 DATED: April __, 2009

Respectfully Submitted,

16
17 By: _____
18 Eric A. Boyajian
19 Attorney for Plaintiff GLOBAL BAKERIES,
20 INC.
21
22
23
24
25
26
27
28

PLAINTIFF'S DEMAND FOR A JURY TRIAL

Plaintiff GLOBAL BAKERIES, INC. hereby demands a trial by jury.

DATED: April __, 2009

Respectfully Submitted,

By: _____

Eric A. Boyajian
Attorney for Plaintiff GLOBAL BAKERIES,
INC.

EXHIBIT B

NOTICE OF JUDGMENT LIEN



STATE OF CALIFORNIA
Office of the Secretary of State
NOTICE OF JUDGMENT LIEN (JL 1)

California Secretary of State
 1500 11th Street
 Sacramento, California 95814
 (916) 653-3516

For Office Use Only

-FILED-

File #: U210056611720

Date Filed: 6/15/2021

Submitter Information:

Contact Name	Eric Boyajian
Organization Name	Law Offices of Eric A. Boyajian, APC
Phone Number	(818) 839-5969
Email Address	eric@loeab.com
Address	ERIC BOYAJIAN 450 N BRAND BLVD 600 GLENDALE, CA 91203

Judgment Debtor Information:

Judgment Debtor Name	Mailing Address
George Kevork Nalbandian	18219 Friar St Tarzana, CA 91335

Judgment Creditor Information:

Judgment Creditor Name	Mailing Address
Eric Albert Boyajian	ERIC BOYAJIAN 450 N BRAND BLVD 600 GLENDALE, CA 91203

Judgment Information:

A. Name of Court Where Judgment Was Entered	Los Angeles Superior Court - North Valley District - Chatsworth Courthouse
B. Title of the Action	Global Bakeries, Inc. v. George Nalbandian
C. Case Number	09A01427
D. Date Judgment Was Entered	08/28/2009

E. Date(s) of Subsequent Renewal of Judgment (if any)

05/15/2019

F. Date of This Notice	06/15/2021
G. Amount Required to Satisfy Judgment at This Date of Notice	\$66,278.06

All property subject to enforcement of a Money Judgment against the Judgment Debtor to which a Judgment Lien on personal property may attach under Section 697.530 of the Code of Civil Procedure is subject to this Judgment Lien.

Declaration and Signature:

Declaration: I am a Judgment Creditor listed on the Judgment Lien.

☒ I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Eric Boyajian

Sign Here

06/15/2021

Date

EXHIBIT C

WRIT OF EXECUTION

EJ-130

ATTORNEY OR PARTY WITHOUT ATTORNEY: STATE BAR NO.: 236335 NAME: Eric A. Boyajian FIRM NAME: LAW OFFICES OF ERIC A. BOYAJIAN, APC STREET ADDRESS: 450 N. Brand Blvd., Ste. 600 CITY: Glendale STATE: CA ZIP CODE: 91203 TELEPHONE NO.: 818-839-5969 FAX NO.: 818-296-9230 EMAIL ADDRESS: eric@loeab.com ATTORNEY FOR (name): Eric A. Boyajian <input checked="" type="checkbox"/> ATTORNEY FOR <input type="checkbox"/> ORIGINAL JUDGMENT CREDITOR <input checked="" type="checkbox"/> ASSIGNEE OF RECORD	FOR COURT USE ONLY
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES STREET ADDRESS: 111 N. Hill St. MAILING ADDRESS: 111 N. Hill St. CITY AND ZIP CODE: Los Angeles 90012 BRANCH NAME: Central District - Stanley Mosk Courthouse	
PLAINTIFF/PETITIONER: Global Bakeries, Inc. DEFENDANT/RESPONDENT: George Nalbandian	CASE NUMBER: 09A01427
<input checked="" type="checkbox"/> EXECUTION (Money Judgment) WRIT OF <input type="checkbox"/> POSSESSION OF <input type="checkbox"/> Personal Property <input type="checkbox"/> SALE <input type="checkbox"/> Real Property	<input checked="" type="checkbox"/> Limited Civil Case (including Small Claims) <input type="checkbox"/> Unlimited Civil Case (including Family and Probate)

1. To the Sheriff or Marshal of the County of: Los Angeles

You are directed to enforce the judgment described below with daily interest and your costs as provided by law.

2. To any registered process server: You are authorized to serve this writ only in accordance with CCP 699.080 or CCP 715.040.

3. (Name): Eric A. Boyajian, 450 N. Brand Blvd., Ste. 600, Glendale, CA 91203

is the ☐ original judgment creditor ☒ assignee of record whose address is shown on this form above the court's name.

4. Judgment debtor (name, type of legal entity if not a natural person, and last known address):

George Nalbandian, an individual, DBA United Bakery Products AKA George Kevork Nalbandian AKA George K. Nalbandian AKA Kevork Nalbandian AKA George Kevo Nalbandian 18219 Friar St., Tarzana, CA 91335

☐ Additional judgment debtors on next page

9. ☐ Writ of Possession/Writ of Sale information on next page.

10. ☐ This writ is issued on a sister-state judgment.

For items 11–17, see form MC-012 and form MC-013-INFO.

11. Total judgment (as entered or renewed)	\$	54,484.60
12. Costs after judgment (CCP 685.090)	\$	891.36
13. Subtotal (add 11 and 12)	\$	55,375.96
14. Credits to principal (after credit to interest)	\$	0.00
15. Principal remaining due (subtract 14 from 13)	\$	55,375.96
16. Accrued interest remaining due per CCP 685.050(b) (not on GC 6103.5 fees)	\$	11,822.41
17. Fee for issuance of writ (per GC 70626(a)(I))	\$	40.00
18. Total amount due (add 15, 16, and 17)	\$	67,238.37

19. Levying officer:

a. Add daily interest from date of writ (at the legal rate on 15) (not on GC 6103.5 fees)	\$	14.93
b. Pay directly to court costs included in 11 and 17 (GC 6103.5, 68637; CCP 699.520(j))	\$	0.00

20. ☐ The amounts called for in items 11–19 are different for each debtor. These amounts are stated for each debtor on Attachment 20.

5. Judgment entered on (date): 8-28-2009
(See type of judgment in item 22.)

6. ☒ Judgment renewed on (dates):
5-14-2019

7. Notice of sale under this writ:

- a. ☒ has not been requested.
b. ☐ has been requested (see next page).

8. ☐ Joint debtor information on next page.

[SEAL]



Sherri R. Carter Executive Officer / Clerk of Court

Date: 08/04/2021

Clerk, by K. Encinas

Deputy

NOTICE TO PERSON SERVED: SEE PAGE 3 FOR IMPORTANT INFORMATION.

Page 1 of 3

EJ-130

Plaintiff/Petitioner: Global Bakeries, Inc.
Defendant/Respondent: George Nalbandian

CASE NUMBER:
09A01427

21. ☐ Additional judgment debtor(s) (name, type of legal entity if not a natural person, and last known address):

22. The judgment is for (check one):

- a. ☐ wages owed.
b. ☐ child support or spousal support.
c. ☒ other. Breach of Contract

23. ☐ Notice of sale has been requested by (name and address):

24. ☐ Joint debtor was declared bound by the judgment (CCP 989-994)

- | | |
|--|--|
| a. on (date): | a. on (date): |
| b. name, type of legal entity if not a natural person, and last known address of joint debtor: | b. name, type of legal entity if not a natural person, and last known address of joint debtor: |

c. ☐ Additional costs against certain joint debtors are itemized: ☐ below ☐ on Attachment 24c.

25. ☐ (Writ of Possession or Writ of Sale) **Judgment** was entered for the following:

- a. ☐ Possession of real property: The complaint was filed on (date):
(Check (1) or (2). Check (3) if applicable. Complete (4) if (2) or (3) have been checked.)
- (1) ☐ The *Prejudgment Claim of Right to Possession* was served in compliance with CCP 415.46. The judgment includes all tenants, subtenants, named claimants, and other occupants of the premises.
- (2) ☐ The *Prejudgment Claim of Right to Possession* was NOT served in compliance with CCP 415.46.
- (3) ☐ The unlawful detainer resulted from a foreclosure sale of a rental housing unit. (An occupant not named in the judgment may file a *Claim of Right to Possession* at any time up to and including the time the levying officer returns to effect eviction, regardless of whether a *Prejudgment Claim of Right to Possession* was served.) (See CCP 415.46 and 1174.3(a)(2).)
- (4) If the unlawful detainer resulted from a foreclosure (item 25a(3)), or if the *Prejudgment Claim of Right to Possession* was not served in compliance with CCP 415.46 (item 25a(2)), answer the following:
- (a) The daily rental value on the date the complaint was filed was \$
- (b) The court will hear objections to enforcement of the judgment under CCP 1174.3 on the following dates (specify):

Item 25 continued on next page

EJ-130

Plaintiff/Petitioner: Global Bakeries, Inc. Defendant/Respondent: George Nalbandian	CASE NUMBER: 09A01427
--	--------------------------

25. b. ☐ Possession of personal property.
☐ If delivery cannot be had, then for the value (*itemize in 25e*) specified in the judgment or supplemental order.
- c. ☐ Sale of personal property.
- d. ☐ Sale of real property.
- e. The property is described ☐ below ☐ on Attachment 25e.

NOTICE TO PERSON SERVED

WRIT OF EXECUTION OR SALE. Your rights and duties are indicated on the accompanying *Notice of Levy* (form EJ-150).

WRIT OF POSSESSION OF PERSONAL PROPERTY. If the levying officer is not able to take custody of the property, the levying officer will demand that you turn over the property. If custody is not obtained following demand, the judgment may be enforced as a money judgment for the value of the property specified in the judgment or in a supplemental order.

WRIT OF POSSESSION OF REAL PROPERTY. If the premises are not vacated within five days after the date of service on the occupant or, if service is by posting, within five days after service on you, the levying officer will remove the occupants from the real property and place the judgment creditor in possession of the property. Except for a mobile home, personal property remaining on the premises will be sold or otherwise disposed of in accordance with CCP 1174 unless you or the owner of the property pays the judgment creditor the reasonable cost of storage and takes possession of the personal property not later than 15 days after the time the judgment creditor takes possession of the premises.

EXCEPTION IF RENTAL HOUSING UNIT WAS FORECLOSED. If the residential property that you are renting was sold in a foreclosure, you have additional time before you must vacate the premises. If you have a lease for a fixed term, such as for a year, you may remain in the property until the term is up. If you have a periodic lease or tenancy, such as from month-to-month, you may remain in the property for 90 days after receiving a notice to quit. A blank form *Claim of Right to Possession and Notice of Hearing* (form CP10) accompanies this writ. You may claim your right to remain on the property by filling it out and giving it to the sheriff or levying officer.

EXCEPTION IF YOU WERE NOT SERVED WITH A FORM CALLED PREJUDGMENT CLAIM OF RIGHT TO POSSESSION. If you were not named in the judgment for possession and you occupied the premises on the date on which the unlawful detainer case was filed, you may object to the enforcement of the judgment against you. You must complete the form *Claim of Right to Possession and Notice of Hearing* (form CP10) and give it to the sheriff or levying officer. A blank form accompanies this writ. You have this right whether or not the property you are renting was sold in a foreclosure.

EXHIBIT D

ORAP FOR APPEARANCE EXAMINATION

ORDER TO APPEAR FOR EXAMINATION

- Code of Civil Procedure,
 §§ 491.110, 708.110, 708.120, 708.170
www.courts.ca.gov

Information for Judgment Creditor Regarding Service

If you want to be able to ask the court to enforce the order on the judgment debtor or any third party, you must have a copy of the order personally served on the judgment debtor by a sheriff, marshal, registered process server, or the person appointed in item 3 of the order at least 10 calendar days before the date of the hearing, and have a proof of service filed with the court.

IMPORTANT NOTICES ABOUT THE ORDER

APPEARANCE OF JUDGMENT DEBTOR (ENFORCEMENT OF JUDGMENT)

NOTICE TO JUDGMENT DEBTOR If you fail to appear at the time and place specified in this order, you may be subject to arrest and punishment for contempt of court, and the court may make an order requiring you to pay the reasonable attorney fees incurred by the judgment creditor in this proceeding.

APPEARANCE OF A THIRD PERSON (ENFORCEMENT OF JUDGMENT)

(1) NOTICE TO PERSON SERVED If you fail to appear at the time and place specified in this order, you may be subject to arrest and punishment for contempt of court, and the court may make an order requiring you to pay the reasonable attorney fees incurred by the judgment creditor in this proceeding.

(2) NOTICE TO JUDGMENT DEBTOR The person in whose favor the judgment was entered in this action claims that the person to be examined under this order has possession or control of property that is yours or owes you a debt. This property or debt is as follows (*describe the property or debt*):

If you claim that all or any portion of this property or debt is exempt from enforcement of the money judgment, you must file your exemption claim in writing with the court and have a copy personally served on the judgment creditor not later than three days before the date set for the examination. You must appear at the time and place set for the examination to establish your claim of exemption or your exemption may be waived.

APPEARANCE OF A THIRD PERSON (ATTACHMENT)

NOTICE TO PERSON SERVED If you fail to appear at the time and place specified in this order, you may be subject to arrest and punishment for contempt of court, and the court may make an order requiring you to pay the reasonable attorney fees incurred by the plaintiff in this proceeding.

**APPEARANCE OF A CORPORATION, PARTNERSHIP,
ASSOCIATION, TRUST, OR OTHER ORGANIZATION**

It is your duty to designate one or more of the following to appear and be examined: officers, directors, managing agents, or other persons who are familiar with your property and debts.



Request for Accommodations. Assistive listening systems, computer-assisted real-time captioning, or sign language interpreter services are available if you ask at least 5 days before your hearing. Contact the clerk's office for *Request for Accommodation* (form MC-410). (Civil Code, § 54.8.)



Journal Technologies Court Portal

Make a Reservation

GLOBAL BAKERIES INC. vs NALBANDIAN, GEORGE

Case Number: CHA09A01427 Case Type: Civil Limited Category: Contract/Warranty Breach - Seller Plaintiff (no fraud/negligence)

Date Filed: 2009-03-16 Location: Spring Street Courthouse - Department 26

Reservation

Case Name: GLOBAL BAKERIES INC. vs NALBANDIAN, GEORGE	Case Number: CHA09A01427
Type: Application and Order for Appearance and Examination	Status: RESERVED
Filing Party: Eric A. Boyajian (Non-Party)	Location: Spring Street Courthouse - Department 26
Date/Time: 01/20/2022 1:30 PM	Number of Motions: 1
Reservation ID: 055980417288	Confirmation Code: CR-WDSEGDGMP57AVPFZG

Fees

Description	Fee	Qty	Amount
Application and Order for Appearance and Examination	60.00	1	60.00
Credit Card Percentage Fee (2.75%)	1.65	1	1.65
TOTAL			\$61.65

Payment

Amount: \$61.65	Type: Visa
Account Number: XXXX6730	Authorization: 025131

[Print Receipt](#)

[Reserve Another Hearing](#)

[View My Reservations](#)

EXHIBIT E

PORTIONS OF DEBTOR'S FALSE STATEMENTS IN BANKRUPTCY SCHEDULES

Fill in this information to identify your case:

Debtor 1 **George Kevork Nalbandian**
First Name Middle Name Last Name

Debtor 2
(Spouse if, filing) First Name Middle Name Last Name

United States Bankruptcy Court for the: CENTRAL DISTRICT OF CALIFORNIA - SAN FERNANDO VALLEY DIVISION

Case number _____
(if known)

☐ Check if this is an amended filing

Official Form 106Sum

Summary of Your Assets and Liabilities and Certain Statistical Information

12/15

Be as complete and accurate as possible. If two married people are filing together, both are equally responsible for supplying correct information. Fill out all of your schedules first; then complete the information on this form. If you are filing amended schedules after you file your original forms, you must fill out a new *Summary* and check the box at the top of this page.

Part 1: Summarize Your Assets

Your assets
Value of what you own

1. **Schedule A/B: Property** (Official Form 106A/B)
- 1a. Copy line 55, Total real estate, from Schedule A/B..... \$ **0.00**
- 1b. Copy line 62, Total personal property, from Schedule A/B..... \$ **6,150.00**
- 1c. Copy line 63, Total of all property on Schedule A/B..... \$ **6,150.00**

Part 2: Summarize Your Liabilities

Your liabilities
Amount you owe

2. **Schedule D: Creditors Who Have Claims Secured by Property** (Official Form 106D)
2a. Copy the total you listed in Column A, *Amount of claim*, at the bottom of the last page of Part 1 of *Schedule D*... \$ **0.00**
3. **Schedule E/F: Creditors Who Have Unsecured Claims** (Official Form 106E/F)
3a. Copy the total claims from Part 1 (priority unsecured claims) from line 6e of *Schedule E/F*..... \$ **0.00**
- 3b. Copy the total claims from Part 2 (nonpriority unsecured claims) from line 6j of *Schedule E/F*..... \$ **84,276.68**

Your total liabilities \$ **84,276.68**

Part 3: Summarize Your Income and Expenses

4. **Schedule I: Your Income** (Official Form 106I)
Copy your combined monthly income from line 12 of *Schedule I*..... \$ **1,819.00**
5. **Schedule J: Your Expenses** (Official Form 106J)
Copy your monthly expenses from line 22c of *Schedule J*..... \$ **1,815.00**

Part 4: Answer These Questions for Administrative and Statistical Records

6. **Are you filing for bankruptcy under Chapters 7, 11, or 13?**

☐ No. You have nothing to report on this part of the form. Check this box and submit this form to the court with your other schedules.

☒ Yes

7. **What kind of debt do you have?**

☒ **Your debts are primarily consumer debts.** *Consumer debts* are those "incurred by an individual primarily for a personal, family, or household purpose." 11 U.S.C. § 101(8). Fill out lines 8-9g for statistical purposes. 28 U.S.C. § 159.

☐ **Your debts are not primarily consumer debts.** You have nothing to report on this part of the form. *Check this box* and submit this form to

Debtor 1 **George Kevork Nalbandian**

Case number (if known)

the court with your other schedules.

8. **From the Statement of Your Current Monthly Income:** Copy your total current monthly income from Official Form 122A-1 Line 11; **OR**, Form 122B Line 11; **OR**, Form 122C-1 Line 14.

\$	937.50
----	---------------

9. **Copy the following special categories of claims from Part 4, line 6 of Schedule E/F:**

	Total claim
From Part 4 on Schedule E/F, copy the following:	
9a. Domestic support obligations (Copy line 6a.)	\$ 0.00
9b. Taxes and certain other debts you owe the government. (Copy line 6b.)	\$ 0.00
9c. Claims for death or personal injury while you were intoxicated. (Copy line 6c.)	\$ 0.00
9d. Student loans. (Copy line 6f.)	\$ 0.00
9e. Obligations arising out of a separation agreement or divorce that you did not report as priority claims. (Copy line 6g.)	\$ 0.00
9f. Debts to pension or profit-sharing plans, and other similar debts. (Copy line 6h.)	+\$ 0.00
9g. Total. Add lines 9a through 9f.	\$ 0.00

Fill in this information to identify your case and this filing:

Debtor 1 **George Kevork Nalbandian**
First Name Middle Name Last Name
Debtor 2
(Spouse, if filing) First Name Middle Name Last Name
United States Bankruptcy Court for the: **CENTRAL DISTRICT OF CALIFORNIA - SAN FERNANDO VALLEY DIVISION**
Case number

☐ Check if this is an amended filing

Official Form 106A/B
Schedule A/B: Property

12/15

In each category, separately list and describe items. List an asset only once. If an asset fits in more than one category, list the asset in the category where you think it fits best. Be as complete and accurate as possible. If two married people are filing together, both are equally responsible for supplying correct information. If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write your name and case number (if known). Answer every question.

Part 1: Describe Each Residence, Building, Land, or Other Real Estate You Own or Have an Interest In

1. Do you own or have any legal or equitable interest in any residence, building, land, or similar property?

- ☒ No. Go to Part 2.
☐ Yes. Where is the property?

Part 2: Describe Your Vehicles

Do you own, lease, or have legal or equitable interest in any vehicles, whether they are registered or not? Include any vehicles you own that someone else drives. If you lease a vehicle, also report it on *Schedule G: Executory Contracts and Unexpired Leases*.

3. Cars, vans, trucks, tractors, sport utility vehicles, motorcycles

- ☐ No
☒ Yes

3.1 Make: **Ford**
Model: **Ecoline**
Year: **1998**
Approximate mileage: **280,000**
Other information:

Vehicle will not pass smog test.

Who has an interest in the property? Check one

- ☒ Debtor 1 only
☐ Debtor 2 only
☐ Debtor 1 and Debtor 2 only
☐ At least one of the debtors and another

☐ Check if this is community property
(see instructions)

Do not deduct secured claims or exemptions. Put the amount of any secured claims on *Schedule D: Creditors Who Have Claims Secured by Property*.

Current value of the entire property?

Current value of the portion you own?

\$1,000.00

\$1,000.00

4. **Watercraft, aircraft, motor homes, ATVs and other recreational vehicles, other vehicles, and accessories**

Examples: Boats, trailers, motors, personal watercraft, fishing vessels, snowmobiles, motorcycle accessories

- ☒ No
☐ Yes

5 Add the dollar value of the portion you own for all of your entries from Part 2, including any entries for pages you have attached for Part 2. Write that number here.....=>

\$1,000.00

Part 3: Describe Your Personal and Household Items

Do you own or have any legal or equitable interest in any of the following items?

Current value of the portion you own?
Do not deduct secured claims or exemptions.

Debtor 1 **George Kevork Nalbandian**

Case number (if known) _____

6. Household goods and furnishings*Examples:* Major appliances, furniture, linens, china, kitchenware☐ No☒ Yes. Describe.....**Miscellaneous household goods and furnishings****\$2,000.00****7. Electronics***Examples:* Televisions and radios; audio, video, stereo, and digital equipment; computers, printers, scanners; music collections; electronic devices including cell phones, cameras, media players, games☐ No☒ Yes. Describe.....**Miscellaneous electronics****\$1,500.00****8. Collectibles of value***Examples:* Antiques and figurines; paintings, prints, or other artwork; books, pictures, or other art objects; stamp, coin, or baseball card collections; other collections, memorabilia, collectibles☒ No☐ Yes. Describe.....**9. Equipment for sports and hobbies***Examples:* Sports, photographic, exercise, and other hobby equipment; bicycles, pool tables, golf clubs, skis; canoes and kayaks; carpentry tools; musical instruments☒ No☐ Yes. Describe.....**10. Firearms***Examples:* Pistols, rifles, shotguns, ammunition, and related equipment☒ No☐ Yes. Describe.....**11. Clothes***Examples:* Everyday clothes, furs, leather coats, designer wear, shoes, accessories☐ No☒ Yes. Describe.....**Personal clothing.****\$1,000.00****12. Jewelry***Examples:* Everyday jewelry, costume jewelry, engagement rings, wedding rings, heirloom jewelry, watches, gems, gold, silver☐ No☒ Yes. Describe.....**Costume jewelry, watch.****\$500.00****13. Non-farm animals***Examples:* Dogs, cats, birds, horses☒ No☐ Yes. Describe.....**14. Any other personal and household items you did not already list, including any health aids you did not list**☒ No☐ Yes. Give specific information.....**15. Add the dollar value of all of your entries from Part 3, including any entries for pages you have attached for Part 3. Write that number here****\$5,000.00**

Debtor 1 **George Kevork Nalbandian**

Case number (if known)

Part 4: Describe Your Financial Assets

Do you own or have any legal or equitable interest in any of the following?

Current value of the portion you own?
Do not deduct secured claims or exemptions.

16. Cash

Examples: Money you have in your wallet, in your home, in a safe deposit box, and on hand when you file your petition

☒ No

☐ Yes.....

17. Deposits of money

Examples: Checking, savings, or other financial accounts; certificates of deposit; shares in credit unions, brokerage houses, and other similar institutions. If you have multiple accounts with the same institution, list each.

☐ No

☒ Yes.....

Institution name:

17.1. **Checking**

Citibank

\$100.00

17.2. **Checking**

USC Credit Union (Non-Filing Spouse)

\$50.00

18. Bonds, mutual funds, or publicly traded stocks

Examples: Bond funds, investment accounts with brokerage firms, money market accounts

☒ No

☐ Yes..... Institution or issuer name:

19. Non-publicly traded stock and interests in incorporated and unincorporated businesses, including an interest in an LLC, partnership, and joint venture

☐ No

☒ Yes. Give specific information about them.....

Name of entity:

% of ownership:

**Debtor owns a bread distribution business.
Debtor is the only driver. Business does not
have any inventory or assets. Other than his
good faith efforts, business has no value.**

100 %

\$0.00

20. Government and corporate bonds and other negotiable and non-negotiable instruments

Negotiable instruments include personal checks, cashiers' checks, promissory notes, and money orders.

Non-negotiable instruments are those you cannot transfer to someone by signing or delivering them.

☒ No

☐ Yes. Give specific information about them

Issuer name:

21. Retirement or pension accounts

Examples: Interests in IRA, ERISA, Keogh, 401(k), 403(b), thrift savings accounts, or other pension or profit-sharing plans

☒ No

☐ Yes. List each account separately.

Type of account:

Institution name:

22. Security deposits and prepayments

Your share of all unused deposits you have made so that you may continue service or use from a company

Examples: Agreements with landlords, prepaid rent, public utilities (electric, gas, water), telecommunications companies, or others

☒ No

☐ Yes.

Institution name or individual:

23. Annuities (A contract for a periodic payment of money to you, either for life or for a number of years)

☒ No

☐ Yes..... Issuer name and description.

24. Interests in an education IRA, in an account in a qualified ABLE program, or under a qualified state tuition program.

Debtor 1 **George Kevork Nalbandian**

Case number (if known) _____

26 U.S.C. §§ 530(b)(1), 529A(b), and 529(b)(1).

☒ No

☐ Yes..... Institution name and description. Separately file the records of any interests. 11 U.S.C. § 521(c):

25. Trusts, equitable or future interests in property (other than anything listed in line 1), and rights or powers exercisable for your benefit

☒ No

☐ Yes. Give specific information about them...

26. Patents, copyrights, trademarks, trade secrets, and other intellectual property

Examples: Internet domain names, websites, proceeds from royalties and licensing agreements

☒ No

☐ Yes. Give specific information about them...

27. Licenses, franchises, and other general intangibles

Examples: Building permits, exclusive licenses, cooperative association holdings, liquor licenses, professional licenses

☒ No

☐ Yes. Give specific information about them...

Money or property owed to you?

Current value of the portion you own?
Do not deduct secured claims or exemptions.

28. Tax refunds owed to you

☒ No

☐ Yes. Give specific information about them, including whether you already filed the returns and the tax years.....

29. Family support

Examples: Past due or lump sum alimony, spousal support, child support, maintenance, divorce settlement, property settlement

☒ No

☐ Yes. Give specific information.....

30. Other amounts someone owes you

Examples: Unpaid wages, disability insurance payments, disability benefits, sick pay, vacation pay, workers' compensation, Social Security benefits; unpaid loans you made to someone else

☒ No

☐ Yes. Give specific information..

31. Interests in insurance policies

Examples: Health, disability, or life insurance; health savings account (HSA); credit, homeowner's, or renter's insurance

☒ No

☐ Yes. Name the insurance company of each policy and list its value.

Company name:

Beneficiary:

Surrender or refund value:

32. Any interest in property that is due you from someone who has died

If you are the beneficiary of a living trust, expect proceeds from a life insurance policy, or are currently entitled to receive property because someone has died.

☒ No

☐ Yes. Give specific information..

33. Claims against third parties, whether or not you have filed a lawsuit or made a demand for payment

Examples: Accidents, employment disputes, insurance claims, or rights to sue

☒ No

☐ Yes. Describe each claim.....

34. Other contingent and unliquidated claims of every nature, including counterclaims of the debtor and rights to set off claims

☒ No

☐ Yes. Describe each claim.....

35. Any financial assets you did not already list

☒ No

Debtor 1 **George Kevork Nalbandian**

Case number (if known) _____

☐ Yes. Give specific information..

36. Add the dollar value of all of your entries from Part 4, including any entries for pages you have attached for Part 4. Write that number here.....

\$150.00

Part 5: Describe Any Business-Related Property You Own or Have an Interest In. List any real estate in Part 1.

37. Do you own or have any legal or equitable interest in any business-related property?

☒ No. Go to Part 6.

☐ Yes. Go to line 38.

Part 6: Describe Any Farm- and Commercial Fishing-Related Property You Own or Have an Interest In.
If you own or have an interest in farmland, list it in Part 1.

46. Do you own or have any legal or equitable interest in any farm- or commercial fishing-related property?

☒ No. Go to Part 7.

☐ Yes. Go to line 47.

Part 7: Describe All Property You Own or Have an Interest in That You Did Not List Above

53. Do you have other property of any kind you did not already list?

Examples: Season tickets, country club membership

☒ No

☐ Yes. Give specific information.....

54. Add the dollar value of all of your entries from Part 7. Write that number here

\$0.00

Part 8: List the Totals of Each Part of this Form

55. Part 1: Total real estate, line 2		\$0.00
56. Part 2: Total vehicles, line 5	\$1,000.00	
57. Part 3: Total personal and household items, line 15	\$5,000.00	
58. Part 4: Total financial assets, line 36	\$150.00	
59. Part 5: Total business-related property, line 45	\$0.00	
60. Part 6: Total farm- and fishing-related property, line 52	\$0.00	
61. Part 7: Total other property not listed, line 54	\$0.00	
	+	
62. Total personal property. Add lines 56 through 61...	\$6,150.00	Copy personal property total \$6,150.00
63. Total of all property on Schedule A/B. Add line 55 + line 62		\$6,150.00

Fill in this information to identify your case:

Debtor 1	<u>George Kevork Nalbandian</u>
Debtor 2 (Spouse, if filing)	
United States Bankruptcy Court for the:	<u>CENTRAL DISTRICT OF CALIFORNIA - SAN FERNANDO VALLEY DIVISION</u>
Case number (If known)	

Check if this is:

- ☐ An amended filing
☐ A supplement showing postpetition chapter 13 income as of the following date:

Official Form 106I

Schedule I: Your Income

MM / DD / YYYY

12/15

Be as complete and accurate as possible. If two married people are filing together (Debtor 1 and Debtor 2), both are equally responsible for supplying correct information. If you are married and not filing jointly, and your spouse is living with you, include information about your spouse. If you are separated and your spouse is not filing with you, do not include information about your spouse. If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write your name and case number (if known). Answer every question.

Part 1: Describe Employment

1. Fill in your employment information. If you have more than one job, attach a separate page with information about additional employers. Include part-time, seasonal, or self-employed work. Occupation may include student or homemaker, if it applies.		Debtor 1	Debtor 2 or non-filing spouse
	Employment status	<input checked="" type="checkbox"/> Employed <input type="checkbox"/> Not employed	<input type="checkbox"/> Employed <input checked="" type="checkbox"/> Not employed
	Occupation	<u>Social Security Income</u>	<u>Unemployed</u>
	Employer's name		
	Employer's address		
	How long employed there?		

Part 2: Give Details About Monthly Income

Estimate monthly income as of the date you file this form. If you have nothing to report for any line, write \$0 in the space. Include your non-filing spouse unless you are separated.

If you or your non-filing spouse have more than one employer, combine the information for all employers for that person on the lines below. If you need more space, attach a separate sheet to this form.

	For Debtor 1	For Debtor 2 or non-filing spouse
2. List monthly gross wages, salary, and commissions (before all payroll deductions). If not paid monthly, calculate what the monthly wage would be.	\$ <u>0.00</u>	\$ <u>0.00</u>
3. Estimate and list monthly overtime pay.	+\$ <u>0.00</u>	+\$ <u>0.00</u>
4. Calculate gross income. Add line 2 + line 3.	\$ <u>0.00</u>	\$ <u>0.00</u>

Debtor 1 **George Kevork Nalbandian**

Case number (if known)

	For Debtor 1	For Debtor 2 or non-filing spouse
4. Copy line 4 here	\$ 0.00	\$ 0.00
5. List all payroll deductions:		
5a. Tax, Medicare, and Social Security deductions	\$ 0.00	\$ 0.00
5b. Mandatory contributions for retirement plans	\$ 0.00	\$ 0.00
5c. Voluntary contributions for retirement plans	\$ 0.00	\$ 0.00
5d. Required repayments of retirement fund loans	\$ 0.00	\$ 0.00
5e. Insurance	\$ 0.00	\$ 0.00
5f. Domestic support obligations	\$ 0.00	\$ 0.00
5g. Union dues	\$ 0.00	\$ 0.00
5h. Other deductions. Specify:	\$ 0.00	\$ 0.00
6. Add the payroll deductions. Add lines 5a+5b+5c+5d+5e+5f+5g+5h.	\$ 0.00	\$ 0.00
7. Calculate total monthly take-home pay. Subtract line 6 from line 4.	\$ 0.00	\$ 0.00
8. List all other income regularly received:		
8a. Net income from rental property and from operating a business, profession, or farm Attach a statement for each property and business showing gross receipts, ordinary and necessary business expenses, and the total monthly net income.	\$ 347.00	\$ 0.00
8b. Interest and dividends	\$ 0.00	\$ 0.00
8c. Family support payments that you, a non-filing spouse, or a dependent regularly receive Include alimony, spousal support, child support, maintenance, divorce settlement, and property settlement.	\$ 0.00	\$ 0.00
8d. Unemployment compensation	\$ 0.00	\$ 0.00
8e. Social Security	\$ 1,072.00	\$ 0.00
8f. Other government assistance that you regularly receive Include cash assistance and the value (if known) of any non-cash assistance that you receive, such as food stamps (benefits under the Supplemental Nutrition Assistance Program) or housing subsidies. Specify:	\$ 0.00	\$ 0.00
8g. Pension or retirement income	\$ 0.00	\$ 0.00
8h. Other monthly income. Specify: CalFresh	\$ 0.00	\$ 400.00
9. Add all other income. Add lines 8a+8b+8c+8d+8e+8f+8g+8h.	\$ 1,419.00	\$ 400.00
10. Calculate monthly income. Add line 7 + line 9. Add the entries in line 10 for Debtor 1 and Debtor 2 or non-filing spouse.	\$ 1,419.00 + \$ 400.00 = \$ 1,819.00	
11. State all other regular contributions to the expenses that you list in Schedule J. Include contributions from an unmarried partner, members of your household, your dependents, your roommates, and other friends or relatives. Do not include any amounts already included in lines 2-10 or amounts that are not available to pay expenses listed in Schedule J. Specify:		11. +\$ 0.00
12. Add the amount in the last column of line 10 to the amount in line 11. The result is the combined monthly income. Write that amount on the <i>Summary of Schedules and Statistical Summary of Certain Liabilities and Related Data</i> , if it applies		12. \$ 1,819.00 Combined monthly income
13. Do you expect an increase or decrease within the year after you file this form? <input checked="" type="checkbox"/> No. <input type="checkbox"/> Yes. Explain: Debtor has experienced a decrease in sales/income because of limited suppliers.		

Fill in this information to identify your case:

Debtor 1 George Kevork Nalbandian

Debtor 2 _____
(Spouse, if filing)

United States Bankruptcy Court for the: CENTRAL DISTRICT OF CALIFORNIA - SAN FERNANDO VALLEY DIVISION

Case number _____
(If known)

Check if this is:

- ☐ An amended filing
- ☐ A supplement showing postpetition chapter 13 expenses as of the following date:

MM / DD / YYYY

Official Form 106J

Schedule J: Your Expenses

12/15

Be as complete and accurate as possible. If two married people are filing together, both are equally responsible for supplying correct information. If more space is needed, attach another sheet to this form. On the top of any additional pages, write your name and case number (if known). Answer every question.

Part 1: Describe Your Household

1. Is this a joint case?

☒ No. Go to line 2.

☐ Yes. Does Debtor 2 live in a separate household?

☐ No

☐ Yes. Debtor 2 must file Official Form 106J-2, *Expenses for Separate Household* of Debtor 2.

2. Do you have dependents? ☒ No

Do not list Debtor 1 and Debtor 2.

☐ Yes. Fill out this information for each dependent.....

Dependent's relationship to Debtor 1 or Debtor 2

Dependent's age

Does dependent live with you?

Do not state the dependents names.

☐ No

☐ Yes

☐ No

☐ Yes

☐ No

☐ Yes

☐ No

☐ Yes

3. Do your expenses include expenses of people other than yourself and your dependents? ☒ No ☐ Yes

Part 2: Estimate Your Ongoing Monthly Expenses

Estimate your expenses as of your bankruptcy filing date unless you are using this form as a supplement in a Chapter 13 case to report expenses as of a date after the bankruptcy is filed. If this is a supplemental *Schedule J*, check the box at the top of the form and fill in the applicable date.

Include expenses paid for with non-cash government assistance if you know the value of such assistance and have included it on *Schedule I: Your Income* (Official Form 106I.)

Your expenses

4. The rental or home ownership expenses for your residence. Include first mortgage payments and any rent for the ground or lot.

4. \$ 500.00

If not included in line 4:

4a. Real estate taxes

4a. \$ 0.00

4b. Property, homeowner's, or renter's insurance

4b. \$ 0.00

4c. Home maintenance, repair, and upkeep expenses

4c. \$ 0.00

4d. Homeowner's association or condominium dues

4d. \$ 0.00

5. Additional mortgage payments for your residence, such as home equity loans

5. \$ 0.00

Debtor 1 **George Kevork Nalbandian**

Case number (if known)

6. Utilities:								
6a. Electricity, heat, natural gas	6a. \$	50.00						
6b. Water, sewer, garbage collection	6b. \$	0.00						
6c. Telephone, cell phone, Internet, satellite, and cable services	6c. \$	150.00						
6d. Other. Specify: _____	6d. \$	0.00						
7. Food and housekeeping supplies	7. \$	550.00						
8. Childcare and children's education costs	8. \$	0.00						
9. Clothing, laundry, and dry cleaning	9. \$	75.00						
10. Personal care products and services	10. \$	50.00						
11. Medical and dental expenses	11. \$	0.00						
12. Transportation. Include gas, maintenance, bus or train fare. Do not include car payments.	12. \$	350.00						
13. Entertainment, clubs, recreation, newspapers, magazines, and books	13. \$	0.00						
14. Charitable contributions and religious donations	14. \$	0.00						
15. Insurance.								
Do not include insurance deducted from your pay or included in lines 4 or 20.								
15a. Life insurance	15a. \$	0.00						
15b. Health insurance	15b. \$	0.00						
15c. Vehicle insurance	15c. \$	90.00						
15d. Other insurance. Specify: _____	15d. \$	0.00						
16. Taxes. Do not include taxes deducted from your pay or included in lines 4 or 20. Specify: _____								
	16. \$	0.00						
17. Installment or lease payments:								
17a. Car payments for Vehicle 1	17a. \$	0.00						
17b. Car payments for Vehicle 2	17b. \$	0.00						
17c. Other. Specify: _____	17c. \$	0.00						
17d. Other. Specify: _____	17d. \$	0.00						
18. Your payments of alimony, maintenance, and support that you did not report as deducted from your pay on line 5, Schedule I, Your Income (Official Form 106I).								
	18. \$	0.00						
19. Other payments you make to support others who do not live with you.								
Specify: _____	19. \$	0.00						
20. Other real property expenses not included in lines 4 or 5 of this form or on Schedule I: Your Income.								
20a. Mortgages on other property	20a. \$	0.00						
20b. Real estate taxes	20b. \$	0.00						
20c. Property, homeowner's, or renter's insurance	20c. \$	0.00						
20d. Maintenance, repair, and upkeep expenses	20d. \$	0.00						
20e. Homeowner's association or condominium dues	20e. \$	0.00						
21. Other: Specify: _____	21. +\$	0.00						
22. Calculate your monthly expenses								
22a. Add lines 4 through 21.	<table border="1"> <tr> <td>\$</td> <td>1,815.00</td> </tr> <tr> <td>\$</td> <td></td> </tr> <tr> <td>\$</td> <td>1,815.00</td> </tr> </table>		\$	1,815.00	\$		\$	1,815.00
\$			1,815.00					
\$								
\$	1,815.00							
22b. Copy line 22 (monthly expenses for Debtor 2), if any, from Official Form 106J-2								
22c. Add line 22a and 22b. The result is your monthly expenses.								
23. Calculate your monthly net income.								
23a. Copy line 12 (your combined monthly income) from Schedule I.	23a. \$	1,819.00						
23b. Copy your monthly expenses from line 22c above.	23b. -\$	1,815.00						
23c. Subtract your monthly expenses from your monthly income. The result is your monthly net income.	23c. \$	4.00						
24. Do you expect an increase or decrease in your expenses within the year after you file this form? For example, do you expect to finish paying for your car loan within the year or do you expect your mortgage payment to increase or decrease because of a modification to the terms of your mortgage?								
<input checked="" type="checkbox"/> No.								
<input type="checkbox"/> Yes. Explain here: _____								

Fill in this information to identify your case:

Debtor 1	<u>George Kevork Nalbandian</u>		
	First Name	Middle Name	Last Name
Debtor 2			
(Spouse if, filing)	First Name	Middle Name	Last Name
United States Bankruptcy Court for the:	<u>CENTRAL DISTRICT OF CALIFORNIA - SAN FERNANDO VALLEY DIVISION</u>		
Case number (if known)			

☐ Check if this is an amended filing

Official Form 106Dec

Declaration About an Individual Debtor's Schedules

12/15

If two married people are filing together, both are equally responsible for supplying correct information.

You must file this form whenever you file bankruptcy schedules or amended schedules. Making a false statement, concealing property, or obtaining money or property by fraud in connection with a bankruptcy case can result in fines up to \$250,000, or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

Sign Below

Did you pay or agree to pay someone who is NOT an attorney to help you fill out bankruptcy forms?

☒ No

☐ Yes. Name of person _____

Attach Bankruptcy Petition Preparer's Notice, Declaration, and Signature (Official Form 119)

Under penalty of perjury, I declare that I have read the summary and schedules filed with this declaration and that they are true and correct.

X

George Kevork Nalbandian
Signature of Debtor 1

X

Signature of Debtor 2

Date December 20, 2021

Date _____

Fill in this information to identify your case:

Debtor 1 **George Kevork Nalbandian**
First Name Middle Name Last Name

Debtor 2
(Spouse if, filing) First Name Middle Name Last Name

United States Bankruptcy Court for the: **CENTRAL DISTRICT OF CALIFORNIA - SAN FERNANDO VALLEY DIVISION**

Case number
(if known) _____

☐ Check if this is an amended filing

Official Form 107

Statement of Financial Affairs for Individuals Filing for Bankruptcy

4/19

Be as complete and accurate as possible. If two married people are filing together, both are equally responsible for supplying correct information. If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write your name and case number (if known). Answer every question.

Part 1: Give Details About Your Marital Status and Where You Lived Before

1. What is your current marital status?

- ☒ Married
☐ Not married

2. During the last 3 years, have you lived anywhere other than where you live now?

- ☒ No
☐ Yes. List all of the places you lived in the last 3 years. Do not include where you live now.

Debtor 1 Prior Address:

Dates Debtor 1 lived there

Debtor 2 Prior Address:

Dates Debtor 2 lived there

3. Within the last 8 years, did you ever live with a spouse or legal equivalent in a community property state or territory? (*Community property states and territories include Arizona, California, Idaho, Louisiana, Nevada, New Mexico, Puerto Rico, Texas, Washington and Wisconsin.*)

- ☐ No
☒ Yes. Make sure you fill out *Schedule H: Your Codebtors* (Official Form 106H).

Part 2 Explain the Sources of Your Income

4. Did you have any income from employment or from operating a business during this year or the two previous calendar years?

Fill in the total amount of income you received from all jobs and all businesses, including part-time activities. If you are filing a joint case and you have income that you receive together, list it only once under Debtor 1.

- ☐ No
☒ Yes. Fill in the details.

From January 1 of current year until the date you filed for bankruptcy:

Debtor 1

Sources of income
Check all that apply.

Gross income
(before deductions and exclusions)

\$61,625.00

☐ Wages, commissions, bonuses, tips

☒ Operating a business

Debtor 2

Sources of income
Check all that apply.

Gross income
(before deductions and exclusions)

☐ Wages, commissions, bonuses, tips

☐ Operating a business

Debtor 1 **George Kevork Nalbandian**

Case number (if known)

5. Did you receive any other income during this year or the two previous calendar years?

Include income regardless of whether that income is taxable. Examples of *other income* are alimony; child support; Social Security, unemployment, and other public benefit payments; pensions; rental income; interest; dividends; money collected from lawsuits; royalties; and gambling and lottery winnings. If you are filing a joint case and you have income that you received together, list it only once under Debtor 1.

List each source and the gross income from each source separately. Do not include income that you listed in line 4.

- ☐ No
☒ Yes. Fill in the details.

	Debtor 1 Sources of income Describe below.	Gross income from each source (before deductions and exclusions)	Debtor 2 Sources of income Describe below.	Gross income (before deductions and exclusions)
From January 1 of current year until the date you filed for bankruptcy:	Social Security Benefits	\$12,324.00		
For last calendar year: (January 1 to December 31, 2020)	Social Security Benefits	\$26,100.00		
For the calendar year before that: (January 1 to December 31, 2019)		\$0.00		

Part 3: List Certain Payments You Made Before You Filed for Bankruptcy

6. Are either Debtor 1's or Debtor 2's debts primarily consumer debts?

- ☐ No. **Neither Debtor 1 nor Debtor 2 has primarily consumer debts.** *Consumer debts* are defined in 11 U.S.C. § 101(8) as "incurred by an individual primarily for a personal, family, or household purpose."

During the 90 days before you filed for bankruptcy, did you pay any creditor a total of \$6,825* or more?

- ☐ No. Go to line 7.
☐ Yes List below each creditor to whom you paid a total of \$6,825* or more in one or more payments and the total amount you paid that creditor. Do not include payments for domestic support obligations, such as child support and alimony. Also, do not include payments to an attorney for this bankruptcy case.

* Subject to adjustment on 4/01/22 and every 3 years after that for cases filed on or after the date of adjustment.

- ☒ Yes. **Debtor 1 or Debtor 2 or both have primarily consumer debts.**

During the 90 days before you filed for bankruptcy, did you pay any creditor a total of \$600 or more?

- ☒ No. Go to line 7.
☐ Yes List below each creditor to whom you paid a total of \$600 or more and the total amount you paid that creditor. Do not include payments for domestic support obligations, such as child support and alimony. Also, do not include payments to an attorney for this bankruptcy case.

Creditor's Name and Address	Dates of payment	Total amount paid	Amount you still owe	Was this payment for ...
-----------------------------	------------------	-------------------	----------------------	--------------------------

7. Within 1 year before you filed for bankruptcy, did you make a payment on a debt you owed anyone who was an insider?

Insiders include your relatives; any general partners; relatives of any general partners; partnerships of which you are a general partner; corporations of which you are an officer, director, person in control, or owner of 20% or more of their voting securities; and any managing agent, including one for a business you operate as a sole proprietor. 11 U.S.C. § 101. Include payments for domestic support obligations, such as child support and alimony.

- ☒ No
☐ Yes. List all payments to an insider.

Insider's Name and Address	Dates of payment	Total amount paid	Amount you still owe	Reason for this payment
----------------------------	------------------	-------------------	----------------------	-------------------------

Debtor 1 **George Kevork Nalbandian**

Case number (if known)

8. **Within 1 year before you filed for bankruptcy, did you make any payments or transfer any property on account of a debt that benefited an insider?**
Include payments on debts guaranteed or cosigned by an insider.

- ☒ No
☐ Yes. List all payments to an insider

Insider's Name and Address	Dates of payment	Total amount paid	Amount you still owe	Reason for this payment Include creditor's name
----------------------------	------------------	-------------------	----------------------	--

Part 4: Identify Legal Actions, Repossessions, and Foreclosures

9. **Within 1 year before you filed for bankruptcy, were you a party in any lawsuit, court action, or administrative proceeding?**
List all such matters, including personal injury cases, small claims actions, divorces, collection suits, paternity actions, support or custody modifications, and contract disputes.

- ☐ No
☒ Yes. Fill in the details.

Case title Case number	Nature of the case	Court or agency	Status of the case
Global Bakeries Inc. v George Kevork Nalbandian 09A01427	Breach of Contract	Superior Court of CA - Chatsworth 9425 Penfield Ave Chatsworth, CA 91311	<input checked="" type="checkbox"/> Pending <input type="checkbox"/> On appeal <input type="checkbox"/> Concluded

10. **Within 1 year before you filed for bankruptcy, was any of your property repossessed, foreclosed, garnished, attached, seized, or levied?**
Check all that apply and fill in the details below.

- ☒ No. Go to line 11.
☐ Yes. Fill in the information below.

Creditor Name and Address	Describe the Property Explain what happened	Date	Value of the property
---------------------------	--	------	-----------------------

11. **Within 90 days before you filed for bankruptcy, did any creditor, including a bank or financial institution, set off any amounts from your accounts or refuse to make a payment because you owed a debt?**

- ☒ No
☐ Yes. Fill in the details.

Creditor Name and Address	Describe the action the creditor took	Date action was taken	Amount
---------------------------	---------------------------------------	-----------------------	--------

12. **Within 1 year before you filed for bankruptcy, was any of your property in the possession of an assignee for the benefit of creditors, a court-appointed receiver, a custodian, or another official?**

- ☒ No
☐ Yes

Part 5: List Certain Gifts and Contributions

13. **Within 2 years before you filed for bankruptcy, did you give any gifts with a total value of more than \$600 per person?**

- ☒ No
☐ Yes. Fill in the details for each gift.

Gifts with a total value of more than \$600 per person Person to Whom You Gave the Gift and Address:	Describe the gifts	Dates you gave the gifts	Value
---	--------------------	--------------------------	-------

Debtor 1 **George Kevork Nalbandian**

Case number (if known)

14. Within 2 years before you filed for bankruptcy, did you give any gifts or contributions with a total value of more than \$600 to any charity?

☒ No

☐ Yes. Fill in the details for each gift or contribution.

Gifts or contributions to charities that total more than \$600 Charity's Name Address (Number, Street, City, State and ZIP Code)	Describe what you contributed	Dates you contributed	Value
--	-------------------------------	-----------------------	-------

Part 6: List Certain Losses

15. Within 1 year before you filed for bankruptcy or since you filed for bankruptcy, did you lose anything because of theft, fire, other disaster, or gambling?

☒ No

☐ Yes. Fill in the details.

Describe the property you lost and how the loss occurred	Describe any insurance coverage for the loss Include the amount that insurance has paid. List pending insurance claims on line 33 of <i>Schedule A/B: Property</i> .	Date of your loss	Value of property lost
--	---	-------------------	------------------------

Part 7: List Certain Payments or Transfers

16. Within 1 year before you filed for bankruptcy, did you or anyone else acting on your behalf pay or transfer any property to anyone you consulted about seeking bankruptcy or preparing a bankruptcy petition?

Include any attorneys, bankruptcy petition preparers, or credit counseling agencies for services required in your bankruptcy.

☐ No

☒ Yes. Fill in the details.

Person Who Was Paid Address Email or website address Person Who Made the Payment, if Not You	Description and value of any property transferred	Date payment or transfer was made	Amount of payment
Bouldoukian Law Firm, APC 655 N. Central Ave 17th Floor Glendale, CA 91203 harout@bouldoukianlaw.com	Attorney Fees	2021	\$1,500.00

17. Within 1 year before you filed for bankruptcy, did you or anyone else acting on your behalf pay or transfer any property to anyone who promised to help you deal with your creditors or to make payments to your creditors?

Do not include any payment or transfer that you listed on line 16.

☒ No

☐ Yes. Fill in the details.

Person Who Was Paid Address	Description and value of any property transferred	Date payment or transfer was made	Amount of payment
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18. Within 2 years before you filed for bankruptcy, did you sell, trade, or otherwise transfer any property to anyone, other than property transferred in the ordinary course of your business or financial affairs?

Include both outright transfers and transfers made as security (such as the granting of a security interest or mortgage on your property). Do not include gifts and transfers that you have already listed on this statement.

☒ No

☐ Yes. Fill in the details.

Person Who Received Transfer Address Person's relationship to you	Description and value of property transferred	Describe any property or payments received or debts paid in exchange	Date transfer was made
---	---	--	------------------------

Debtor 1 **George Kevork Nalbandian**

Case number (if known)

19. Within 10 years before you filed for bankruptcy, did you transfer any property to a self-settled trust or similar device of which you are a beneficiary? (These are often called *asset-protection devices*.)

- ☐ No
☐ Yes. Fill in the details.

Name of trust	Description and value of the property transferred	Date Transfer was made
---------------	---	------------------------

Part 8: List of Certain Financial Accounts, Instruments, Safe Deposit Boxes, and Storage Units

20. Within 1 year before you filed for bankruptcy, were any financial accounts or instruments held in your name, or for your benefit, closed, sold, moved, or transferred?
Include checking, savings, money market, or other financial accounts; certificates of deposit; shares in banks, credit unions, brokerage houses, pension funds, cooperatives, associations, and other financial institutions.

- ☐ No
☐ Yes. Fill in the details.

Name of Financial Institution and Address (Number, Street, City, State and ZIP Code)	Last 4 digits of account number	Type of account or instrument	Date account was closed, sold, moved, or transferred	Last balance before closing or transfer
--	---------------------------------	-------------------------------	--	---

21. Do you now have, or did you have within 1 year before you filed for bankruptcy, any safe deposit box or other depository for securities, cash, or other valuables?

- ☐ No
☐ Yes. Fill in the details.

Name of Financial Institution Address (Number, Street, City, State and ZIP Code)	Who else had access to it? Address (Number, Street, City, State and ZIP Code)	Describe the contents	Do you still have it?
--	---	-----------------------	-----------------------

22. Have you stored property in a storage unit or place other than your home within 1 year before you filed for bankruptcy?

- ☐ No
☐ Yes. Fill in the details.

Name of Storage Facility Address (Number, Street, City, State and ZIP Code)	Who else has or had access to it? Address (Number, Street, City, State and ZIP Code)	Describe the contents	Do you still have it?
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Part 9: Identify Property You Hold or Control for Someone Else

23. Do you hold or control any property that someone else owns? Include any property you borrowed from, are storing for, or hold in trust for someone.

- ☐ No
☐ Yes. Fill in the details.

Owner's Name Address (Number, Street, City, State and ZIP Code)	Where is the property? (Number, Street, City, State and ZIP Code)	Describe the property	Value
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Part 10: Give Details About Environmental Information

For the purpose of Part 10, the following definitions apply:

- Environmental law** means any federal, state, or local statute or regulation concerning pollution, contamination, releases of hazardous or toxic substances, wastes, or material into the air, land, soil, surface water, groundwater, or other medium, including statutes or regulations controlling the cleanup of these substances, wastes, or material.
- Site** means any location, facility, or property as defined under any environmental law, whether you now own, operate, or utilize it or used to own, operate, or utilize it, including disposal sites.
- Hazardous material** means anything an environmental law defines as a hazardous waste, hazardous substance, toxic substance, hazardous material, pollutant, contaminant, or similar term.

Report all notices, releases, and proceedings that you know about, regardless of when they occurred.

Debtor 1 **George Kevork Nalbandian**

Case number (if known)

24. Has any governmental unit notified you that you may be liable or potentially liable under or in violation of an environmental law?

- ☒ No
☐ Yes. Fill in the details.

Name of site Address (Number, Street, City, State and ZIP Code)	Governmental unit Address (Number, Street, City, State and ZIP Code)	Environmental law, if you know it	Date of notice
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25. Have you notified any governmental unit of any release of hazardous material?

- ☒ No
☐ Yes. Fill in the details.

Name of site Address (Number, Street, City, State and ZIP Code)	Governmental unit Address (Number, Street, City, State and ZIP Code)	Environmental law, if you know it	Date of notice
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26. Have you been a party in any judicial or administrative proceeding under any environmental law? Include settlements and orders.

- ☒ No
☐ Yes. Fill in the details.

Case Title Case Number	Court or agency Name Address (Number, Street, City, State and ZIP Code)	Nature of the case	Status of the case
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Part 11: Give Details About Your Business or Connections to Any Business

27. Within 4 years before you filed for bankruptcy, did you own a business or have any of the following connections to any business?

- ☒ A sole proprietor or self-employed in a trade, profession, or other activity, either full-time or part-time
☐ A member of a limited liability company (LLC) or limited liability partnership (LLP)
☐ A partner in a partnership
☐ An officer, director, or managing executive of a corporation
☐ An owner of at least 5% of the voting or equity securities of a corporation
☐ No. None of the above applies. Go to Part 12.
☒ Yes. Check all that apply above and fill in the details below for each business.

Business Name Address (Number, Street, City, State and ZIP Code)	Describe the nature of the business Name of accountant or bookkeeper	Employer Identification number Do not include Social Security number or ITIN. Dates business existed EIN: From-To
United Bakery Products 18219 Friar St Reseda, CA 91335	Bread Distribution George Nalbandian	EIN: 95-4886007 From-To 1992-2018
George Nalbandian 18219 Friar St Tarzana, CA 91335	Bread Distribution George Nalbandian	EIN: From-To 2021

28. Within 2 years before you filed for bankruptcy, did you give a financial statement to anyone about your business? Include all financial institutions, creditors, or other parties.

- ☒ No
☐ Yes. Fill in the details below.

Name Address (Number, Street, City, State and ZIP Code)	Date Issued
---	-------------


Part 12: Sign Below

I have read the answers on this *Statement of Financial Affairs* and any attachments, and I declare under penalty of perjury that the answers

Debtor 1 George Kevork Nalbandian

Case number (if known) _____

are true and correct. I understand that making a false statement, concealing property, or obtaining money or property by fraud in connection with a bankruptcy case can result in fines up to \$250,000, or imprisonment for up to 20 years, or both.
18 U.S.C. §§ 152, 1341, 1519, and 3571.


George Kevork Nalbandian
Signature of Debtor 1

Signature of Debtor 2

Date December 20, 2021

Date _____

Did you attach additional pages to *Your Statement of Financial Affairs for Individuals Filing for Bankruptcy* (Official Form 107)?

- ☒ No
☐ Yes

Did you pay or agree to pay someone who is not an attorney to help you fill out bankruptcy forms?

- ☒ No
☐ Yes. Name of Person _____. Attach the *Bankruptcy Petition Preparer's Notice, Declaration, and Signature* (Official Form 119).

Fill in this information to identify your case:

Debtor 1 **George Kevork Nalbandian**
First Name Middle Name Last Name

Debtor 2
(Spouse if, filing) First Name Middle Name Last Name

United States Bankruptcy Court for the: CENTRAL DISTRICT OF CALIFORNIA - SAN FERNANDO VALLEY DIVISION

Case number _____
(if known)

☐ Check if this is an amended filing

Official Form 108

Statement of Intention for Individuals Filing Under Chapter 7

12/15

If you are an individual filing under chapter 7, you must fill out this form if:

- ☒ creditors have claims secured by your property, or
- ☒ you have leased personal property and the lease has not expired.

You must file this form with the court within 30 days after you file your bankruptcy petition or by the date set for the meeting of creditors, whichever is earlier, unless the court extends the time for cause. You must also send copies to the creditors and lessors you list on the form

If two married people are filing together in a joint case, both are equally responsible for supplying correct information. Both debtors must sign and date the form.

Be as complete and accurate as possible. If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write your name and case number (if known).

Part 1: List Your Creditors Who Have Secured Claims

1. For any creditors that you listed in Part 1 of Schedule D: Creditors Who Have Claims Secured by Property (Official Form 106D), fill in the information below.

Identify the creditor and the property that is collateral	What do you intend to do with the property that secures a debt?	Did you claim the property as exempt on Schedule C?
Creditor's name: Description of property securing debt:	<input type="checkbox"/> Surrender the property. <input type="checkbox"/> Retain the property and redeem it. <input type="checkbox"/> Retain the property and enter into a <i>Reaffirmation Agreement</i> . <input type="checkbox"/> Retain the property and [explain]: _____	<input type="checkbox"/> No <input type="checkbox"/> Yes
Creditor's name: Description of property securing debt:	<input type="checkbox"/> Surrender the property. <input type="checkbox"/> Retain the property and redeem it. <input type="checkbox"/> Retain the property and enter into a <i>Reaffirmation Agreement</i> . <input type="checkbox"/> Retain the property and [explain]: _____	<input type="checkbox"/> No <input type="checkbox"/> Yes
Creditor's name: Description of property securing debt:	<input type="checkbox"/> Surrender the property. <input type="checkbox"/> Retain the property and redeem it. <input type="checkbox"/> Retain the property and enter into a <i>Reaffirmation Agreement</i> . <input type="checkbox"/> Retain the property and [explain]: _____	<input type="checkbox"/> No <input type="checkbox"/> Yes
Creditor's	<input type="checkbox"/> Surrender the property.	<input type="checkbox"/> No

Debtor 1 George Kevork Nalbandian

Case number (if known) _____

name:

☐ Retain the property and redeem it.

☐ Yes

Description of

☐ Retain the property and enter into a
Reaffirmation Agreement.

property

☐ Retain the property and [explain]:

securing debt:

Part 2: List Your Unexpired Personal Property Leases

For any unexpired personal property lease that you listed in Schedule G: Executory Contracts and Unexpired Leases (Official Form 106G), fill in the information below. Do not list real estate leases. Unexpired leases are leases that are still in effect; the lease period has not yet ended. You may assume an unexpired personal property lease if the trustee does not assume it. 11 U.S.C. § 365(p)(2).

Describe your unexpired personal property leases

Will the lease be assumed?

Lessor's name:

☐ No

Description of leased

☐ Yes

Property:

Lessor's name:

☐ No

Description of leased

☐ Yes

Property:

Lessor's name:

☐ No

Description of leased

☐ Yes

Property:

Lessor's name:

☐ No

Description of leased

☐ Yes

Property:

Lessor's name:

☐ No

Description of leased

☐ Yes

Property:

Lessor's name:

☐ No

Description of leased

☐ Yes

Property:

Lessor's name:

☐ No

Description of leased

☐ Yes

Property:

Part 3: Sign Below

Under penalty of perjury, I declare that I have indicated my intention about any property of my estate that secures a debt and any personal property that is subject to an unexpired lease.

X



George Kevork Nalbandian

Signature of Debtor 1

X

Signature of Debtor 2

Date December 20, 2021

Date _____

Fill in this information to identify your case:

Debtor 1 George Kevork Nalbandian

Debtor 2 _____
(Spouse, if filing)

United States Bankruptcy Court for the: Central District of California - San Fernando Valley Division

Case number _____
(if known)

Check one box only as directed in this form and in Form 122A-1Supp:

- ☒ 1. There is no presumption of abuse
- ☐ 2. The calculation to determine if a presumption of abuse applies will be made under *Chapter 7 Means Test Calculation* (Official Form 122A-2).
- ☐ 3. The Means Test does not apply now because of qualified military service but it could apply later.
- ☐ Check if this is an amended filing

Official Form 122A - 1

Chapter 7 Statement of Your Current Monthly Income

04/20

Be as complete and accurate as possible. If two married people are filing together, both are equally responsible for being accurate. If more space is needed, attach a separate sheet to this form. Include the line number to which the additional information applies. On the top of any additional pages, write your name and case number (if known). If you believe that you are exempted from a presumption of abuse because you do not have primarily consumer debts or because of qualifying military service, complete and file *Statement of Exemption from Presumption of Abuse Under § 707(b)(2)* (Official Form 122A-1Supp) with this form.

Part 1: Calculate Your Current Monthly Income

1. **What is your marital and filing status?** Check one only.
- ☐ **Not married.** Fill out Column A, lines 2-11.
- ☐ **Married and your spouse is filing with you.** Fill out both Columns A and B, lines 2-11.
- ☒ **Married and your spouse is NOT filing with you. You and your spouse are:**
- ☒ **Living in the same household and are not legally separated.** Fill out both Columns A and B, lines 2-11.
- ☐ **Living separately or are legally separated.** Fill out Column A, lines 2-11; do not fill out Column B. By checking this box, you declare under penalty of perjury that you and your spouse are legally separated under nonbankruptcy law that applies or that you and your spouse are living apart for reasons that do not include evading the Means Test requirements. 11 U.S.C § 707(b)(7)(B).

Fill in the average monthly income that you received from all sources, derived during the 6 full months before you file this bankruptcy case. 11 U.S.C. § 101(10A). For example, if you are filing on September 15, the 6-month period would be March 1 through August 31. If the amount of your monthly income varied during the 6 months, add the income for all 6 months and divide the total by 6. Fill in the result. Do not include any income amount more than once. For example, if both spouses own the same rental property, put the income from that property in one column only. If you have nothing to report for any line, write \$0 in the space.

	Column A Debtor 1	Column B Debtor 2 or non-filing spouse
2. Your gross wages, salary, tips, bonuses, overtime, and commissions (before all payroll deductions).	\$ 0.00	\$ 0.00
3. Alimony and maintenance payments. Do not include payments from a spouse if Column B is filled in.	\$ 0.00	\$ 0.00
4. All amounts from any source which are regularly paid for household expenses of you or your dependents, including child support. Include regular contributions from an unmarried partner, members of your household, your dependents, parents, and roommates. Include regular contributions from a spouse only if Column B is not filled in. Do not include payments you listed on line 3.	\$ 0.00	\$ 0.00
5. Net income from operating a business, profession, or farm		
	Debtor 1	
Gross receipts (before all deductions)	\$ 8,779.50	
Ordinary and necessary operating expenses	-\$ 7,842.00	
Net monthly income from a business, profession, or farm	\$ 937.50	
	Copy here -> \$ 937.50	\$ 0.00
6. Net income from rental and other real property		
	Debtor 1	
Gross receipts (before all deductions)	\$ 0.00	
Ordinary and necessary operating expenses	-\$ 0.00	
Net monthly income from rental or other real property	\$ 0.00	
	Copy here -> \$ 0.00	\$ 0.00
7. Interest, dividends, and royalties	\$ 0.00	\$ 0.00

Debtor 1 **George Kevork Nalbandian**

Case number (if known)

	Column A Debtor 1	Column B Debtor 2 or non-filing spouse
8. Unemployment compensation	\$ <u>0.00</u>	\$ <u>0.00</u>
Do not enter the amount if you contend that the amount received was a benefit under the Social Security Act. Instead, list it here:		
For you _____	\$ <u>0.00</u>	
For your spouse _____	\$ <u>0.00</u>	
9. Pension or retirement income. Do not include any amount received that was a benefit under the Social Security Act. Also, except as stated in the next sentence, do not include any compensation, pension, pay, annuity, or allowance paid by the United States Government in connection with a disability, combat-related injury or disability, or death of a member of the uniformed services. If you received any retired pay paid under chapter 61 of title 10, then include that pay only to the extent that it does not exceed the amount of retired pay to which you would otherwise be entitled if retired under any provision of title 10 other than chapter 61 of that title.	\$ <u>0.00</u>	\$ <u>0.00</u>
10. Income from all other sources not listed above. Specify the source and amount. Do not include any benefits received under the Social Security Act; payments made under the Federal law relating to the national emergency declared by the President under the National Emergencies Act (50 U.S.C. 1601 et seq.) with respect to the coronavirus disease 2019 (COVID-19); payments received as a victim of a war crime, a crime against humanity, or international or domestic terrorism; or compensation pension, pay, annuity, or allowance paid by the United States Government in connection with a disability, combat-related injury or disability, or death of a member of the uniformed services. If necessary, list other sources on a separate page and put the total below.	\$ <u>0.00</u>	\$ <u>0.00</u>
	\$ <u>0.00</u>	\$ <u>0.00</u>
Total amounts from separate pages, if any.	+ \$ <u>0.00</u>	\$ <u>0.00</u>
11. Calculate your total current monthly income. Add lines 2 through 10 for each column. Then add the total for Column A to the total for Column B.	\$ <u>937.50</u>	\$ <u>0.00</u>
	+ \$ <u>0.00</u>	= \$ <u>937.50</u>
		Total current monthly income

Part 2: Determine Whether the Means Test Applies to You

12. Calculate your current monthly income for the year. Follow these steps:

12a. Copy your total current monthly income from line 11 _____ Copy line 11 here=>

\$ 937.50

Multiply by 12 (the number of months in a year)

x 12

12b. The result is your annual income for this part of the form

12b. \$ 11,250.00

13. Calculate the median family income that applies to you. Follow these steps:

Fill in the state in which you live.

CA

Fill in the number of people in your household.

2

Fill in the median family income for your state and size of household.

13. \$ 83,435.00

To find a list of applicable median income amounts, go online using the link specified in the separate instructions for this form. This list may also be available at the bankruptcy clerk's office.

14. How do the lines compare?

14a. ☒ Line 12b is less than or equal to line 13. On the top of page 1, check box 1, *There is no presumption of abuse.* Go to Part 3. Do NOT fill out or file Official Form 122A-2.

14b. ☐ Line 12b is more than line 13. On the top of page 1, check box 2, *The presumption of abuse is determined by Form 122A-2.* Go to Part 3 and fill out Form 122A-2.

Part 3: Sign Below

By signing here, I declare under penalty of perjury that the information on this statement and in any attachments is true and correct.

X


George Kevork Nalbandian

Debtor 1 **George Kevork Nalbandian**

Case number (if known)

Signature of Debtor 1

Date **December 20, 2021**

MM / DD / YYYY

If you checked line 14a, do NOT fill out or file Form 122A-2.

If you checked line 14b, fill out Form 122A-2 and file it with this form.

Debtor 1 **George Kevork Nalbandian**

Case number (if known)

Current Monthly Income Details for the Debtor

Debtor Income Details:

Income for the Period **06/01/2021** to **11/30/2021**.

Line 5 - Income from operation of a business, profession, or farm

Source of Income: **Bread Distribution**

Income/Expense/Net by Month:

	Date	Income	Expense	Net
6 Months Ago:	06/2021	\$9,060.00	\$7,748.00	\$1,312.00
5 Months Ago:	07/2021	\$9,150.00	\$7,830.00	\$1,320.00
4 Months Ago:	08/2021	\$8,855.00	\$7,804.00	\$1,051.00
3 Months Ago:	09/2021	\$8,794.00	\$7,792.00	\$1,002.00
2 Months Ago:	10/2021	\$8,579.00	\$7,986.00	\$593.00
Last Month:	11/2021	\$8,239.00	\$7,892.00	\$347.00
Average per month:		\$8,779.50	\$7,842.00	
Average Monthly NET Income:				\$937.50

Non-CMI - Social Security Act Income

Source of Income: **Social Security Income**

Constant income of **\$1,072.00** per month.